(18,111.)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1901.

No. 293.

JOHN FRANCIS, ANTHONY HOFF, AND JOHN EDGAR, ALIAS PETER EDGAR, PETITIONERS,

vs.

THE UNITED STATES.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPFALS FOR THE SIXTH CIRCUIT.

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TRANSCRIPT OF RECORD.

The United States of America, Southern District of Ohio, Western Division, ss.:

At a stated term of the District Court of the United States of America, within and for the Western Division of the Southern District of Ohio, in the Sixth Judicial Circuit of the United States of America, begun and had in the court rooms at the city of Cincinnati, Ohio, in said district, on the first Tuesday of April, being also the third day of that month in the year of our Lord, nineteen hundred and of the American Independence the one hundred and twenty-fourth.

Present, the Honorable Albert C. Thompson, District Judge.

Among the proceedings had, were the following, to wit:

The United States, Plaintiff,	
vs.	Criminal.
Charles W. Reilley, John Francis, Anthony Hoff and John Edgar, alias Peter Edgar, Defendants.	No. 377.

Be it remembered, That heretofore, to wit: On the sixth day of October, in the year of our Lord one thousand eight hundred and ninety-nine, came the Grand Jurors of the United States of America, within and for the Southern District of Ohio, and presented to the court here, their certain bill of indictment herein against the defendants, Chas. W. Reilley, et al., which said bill of indictment is clothed in the words and figures, following, to wit:

Bill of Indictment.

The United States of America, Western Division of the Southern District of Ohio, ss.:

No.———

In the District Court of the United States, within and for the Western Division of the Southern District of

Ohio, in the Sixth Judicial Circuit, of the term of October, in the year of our Lord one thousand, eight hundred and ninety-nine.

First Count.

The Grand Jurors of the United States of America, duly empaneled, sworn and charged to inquire within and for the Western Division of said District, upon their oaths and affirmations, present that Charles W. Reilley, John Francis, Anthony Hoff and John Edgar, alias Peter Edgar, on, to wit, the fourth day of October, in the year of our Lord, one thousand, eight hundred and ninety-nine, in the county of Hamilton, in the State of Ohio, in the Circuit and Western Division of the district aforesaid, and within the jurisdiction of this court, did then and there unlawfully, knowingly and feloniously conspire together and with one another to commit an offense against the United States, to wit: To cause to be carried from one State to another in the United States, to wit: From the city of Newport, in the State of Kentucky, to the city of Cincinnati, in the State of Ohio, papers, certificates and instruments purporting to be and to represent, as they then and there well knew, tickets, chances, shares and interests in and dependent upon the event of a lottery and similar enterprise offering prizes dependent upon lot and chance, that is to say, to cause to be carried as aforesaid papers, certificates and instruments purporting to be and to represent the chances, shares and interests in the prizes, which, by lot and chance, might be awarded to persons (to these grand jurors unknown) who might select certain numbers which by lot and chance should be included in twelve numbers drawn and selected as hereinafter stated, at certain drawings in lottery, which was an enterprise offering prizes dependent upon lot and chance and commonly known as "policy," and consisted, as they then and there well knew, in the drawing and selection by lot and chance, at stated intervals, of twelve of the numbers from one to seventy-eight, inclusive, and of awarding prizes in various amounts (to these grand jurors unknown) to those who prior to the time of any one of said drawings and selections, upon the payment of a small sum of money, may have selected various combinations of numbers included in the said twelve numbers thereafter drawn and selected by lot and chance as aforesaid; and the grand jurors aforesaid, upon their oaths and affirmations aforesaid, do further present, that in pursuance of said conspiracy and to effect the object thereof, being for the purpose of causing to be carried

from one State into another in the United States, to wit: From the State of Kentucky to the State of Ohio, as aforesaid, papers, certificates and instruments purporting to be and to represent tickets, chances, shares and interests in and dependent upon the event of a lottery and similar enterprise offering prizes dependent upon lot and chance, as aforesaid, as they then and there well knew, said Anthony Hoff, John Edgar, alias Peter Edgar, Charles W. Reilley, and John Francis, did then and there, on said date aforesaid, in the County, State, Circuit, Division and District aforesaid, unlawfully, knowingly and feloniously cause to be carried from one State to another in the United States, to wit: from Newport, in the State of Kentucky, to Cincinnati, in the State of Ohio, five certain papers, certificates and instruments purporting to be and to represent chances, shares and interests in the prizes to be awarded by lot and chance in the drawings to be made thereafter in said certain lottery, commonly known as the game of "policy," which said papers, certificates and instruments were in the words and figures, following, to wit:

	5-17-70.75.	7-27-57-73
"K."	10.22.66.75	7-33-47-74
	7.17.27.75	1-11-39-49
23.35.47.49.58—	3. 9.17.75	1-13-50-51
	7. 9.53.75.	5-25-50-75
(20)	Ky	K (5) (0)
13-26-62-75		6-10.16.69.75
6.20.26.75		6-12-23 62 75 (5)
	(5)	
75 Day	(20)	6-13-26-62
Ky 1st 12.		6-50.74 75 (5)
		Ky 75-Day (15)

Said papers, certificates and instruments, and the letters and figures thereon, purported and represented to be and were tickets, chances, shares and interests in and dependent upon the event of a lottery and similar enterprise offering prizes dependent upon lot and chance, and were and did represent various combinations of numbers selected by one H. T. Harrison, and other players and persons to the grand jurors unknown, as and being their interest and chance in a proposed drawing of said lottery, in accordance with the general scheme and plan hereinbefore described; contrary to the form of the stat-

ute in such case made and provided, and against the peace and dignity of the United States of America.

William E. Bundy,
United States Attorney, S. D. O.

Endorsed on cover. Indictment for conspiracy. Sec. 5440. Am. 1st Supp. 264. Act Mch. 2, 1895. 2 Supt. 435. A true bill. J. M. Robinson, Foreman Grand Jury.

And afterwards, to wit: on the 6th day of October, A. D. 1899, the following praecipe for capias was filed in the clerk's office of said court, clothed in the words and figures, following, to wit:

Praecipe for Capias.

United States District Court, Southern District of Ohio, Western Division:

U. S.
vs. } No. 377.
Charles W. Reilly, et al.

To Benjamin R. Cowen,
Clerk of said Court:

Please issue capias for above named Chas. W. Reilly, John Francis, John Edgar, alias Peter Edgar.

Wm. E. Bundy,
Attorney for U. S.

And afterwards, to wit: on the 6th day of October, A. D. 1899, there was issued out of the clerk's office of said court, our certain capias ad respondendum, directed to the Marshal of said District and against the defendants herein, said capias ad respondendum was clothed in the words and figures, following, to wit:

Capias Ad Respondendum.

United States of America, Southern District of Ohio, Western Division, ss.:

The President of the United States of America, to the Marshal of the Southern District of Ohio—Greeting: We command you to take Charles W. Reilly, John

Francis and John Edgar, alias Peter Edgar, if they may be found in your bailiwick, and them safely keep so that you have their bodies before the Judge of the District Court of the United States, within and for the Western Division of the Southern District of Ohio, at the city of Cincinnati in said district forthwith to answer unto the United States of America on an indictment for conspiracy, Sect. 5440, Act. Mch. 2d, 1895, 2 Supt., 1435 presented to said court against them the said Charles W. Reilley, John Francis, John Edgar, alias Peter Edgar, on the sixth day of October, A. D. 1899, by the grand jury of the United States within and for the Western Division of the Southern District of Ohio.

Hereof fail not, under the penalty of the law, and have then and there this writ.

Witness, the Honorable Albert C. Thompson, Judge of the District Court of the United States, this sixth day of October, A. D. 1899, and in the 124 year of the Independence of the United States of America.

(Seal.) Attest:—B. R. Cowen,
Clerk of the United States District Court, S. D. O.
By Robt. C. Georgi, Deputy.

And afterwards, to wit: on the 6th day of October, A. D. 1899, an entry was made upon the Journal of said court, clothed in the words and figures, following, to wit:

Entry-Journal 7, Page 417.

Defendants arrested. C. W. Reilley Arraignment, &c.

This day came the District Attorney on behalf of the United States and said defendant being present in court pursuant to the tenor of his recognizance heretofore taken herein, and having been arraigned at the bar of this court and said indictment read to him for plea says he is not guilty in manner and form as therein charged, and for his trial puts himself upon the country and the District Attorney doth the like and on motion of the District Attorney, it is ordered that said defendant enter into a recognizance with good and sufficient security in the sum of $1,000.00 for his appearance before this court on Monday morning next and from day to day thereafter as he may be required.

And afterwards, to wit: on the 6th day of October, A. D. 1899, the following recognizance was filed in the

clerk's office of the court aforesaid, clothed in the words and figures, following, to wit:

Recognizance of Charles W. Reilley.

The United States of America, Southern District of Ohio, ss.:

Be it remembered, that on this 6th day of October, A. D. 1899, before me B. R. Cowen, Clerk of the United States District Court, within and for the district aforesaid, duly appointed as such by the said court, personally came Charles W. Reilley, as principal, and Thomas C. McGrath, as sureties, and jointly and severally acknowledged themselves to owe the United States of America in the sum of one thousand dollars, to be levied on their goods and chattels, lands and tenements, if default be made in the condition following, to wit:

The condition of this recognizance is such, that if the said Charles W. Reilley shall personally appear before the District Court of the United States, in and for the district aforesaid, at Cincinnati, Ohio, on Monday at 10 o'clock A . M., October 9th, 1899, and then and from day to day during the October term, 1899, and then and there to answer unto an indictment pending therein for conspiracy, Sect. 5440, Act Mch. 2, 1895, 2 Supt. 435; and then and there abide the further order of said court, and not depart without leave thereof, then this recognizance to be void; otherwise to remain in full force and virtue.

C. W. Reilley, (Seal.)
Thos. C. McGrath. (Seal.)

Taken and acknowledged before me on the day and year first above written.

Robt. C. Georgi,
Dep. Clerk U. S. District Court, Southern District of Ohio.

United States of America, Southern District of Ohio, ss.:

I, Thomas C. McGrath, one of the sureties above named, do solemnly swear that after paying my just debts and liabilities, I am worth ten thousand dollars in real estate in my own name, situate in the county of Hamilton, in said district.

Thos. C. McGrath.

Sworn to before me the sixth day of October, 1899.

Robt. C. Georgi,
Dep. Clerk U. S. District Court, S. D. O.

And afterwards, to wit: on the 7th day of October, A. D. 1899, came the Marshal of the District, to whom the aforesaid capias ad respondendum was in form directed, and returned the same into the clerk's office of said court, with his proceedings thereon endorsed, clothed in the words and figures, following, to wit:

Marshal's Return of Capias Ad Respondendum.

Received this writ at Cincinnati, Ohio, on the 6th day of October, 1899, and on the same day executed same by taking into custody the bodies of the within named Charles W. Reilley, John Francis and John Edgar, alias Peter Edgar, at Cincinnati, Ohio, and have their bodies now before court, as within it is commanded.

V. J. Fagin,
U. S. Marshal, S. D. O.
By Louis J. Huwe,
Deputy.

Fees, $7.18.

And afterwards, to wit: on the 7th day of October, A. D. 1899, an entry was made upon the Journal of said court, clothed in the words and figures, following, to wit:

Entry-Journal 7, Page 423.

John Francis, Anthony Hoff and Jno. Edgar Arraigned, &c.

This day came the District Attorney on behalf of the United States, and said defendants being present in court in the custody of the Marshal, and having been arraigned at the bar of this court and said indictment read to them for plea say they are not guilty in manner and form as therein charged, and for their trial put themselves upon the country, and the District Attorney doth the like, and on motion of the District Attorney it is ordered that said defendants and each of them, enter into a recognizance with good and sufficient security in the sum of $1,000.00 for his appearance before this court from day to day as he may be required.

And afterwards, to wit: on the 7th day of October, A. D. 1899, the following recognizance was filed in the clerk's office of the court aforesaid, clothed in the words and figures, following, to wit:

Recognizance of John Francis.

The United States of America, Southern District of Ohio, ss.:

Be it remembered, that on this 6th day of October, A. D. 1899, before me, B. R. Cowen, Clerk of the United States District Court, within and for the district aforesaid, duly appointed as such by the said court, personally came John Francis, as principal, and Thomas C. McGrath, as sureties, and jointly and severally acknowledged themselves to owe the United States of America in the sum of one thousand dollars, to be levied on their goods and chattels, lands and tenements, if default be made in the condition following, to wit:

The condition of this recognizance is such, that if the said John Francis shall personally appear before the District Court of the United States, in and for the district aforesaid, at Cincinnati, Ohio, on Monday, Oct. 9th, 1899, at 10 o'clock A. M., and then from day to day, during the October term, 1899, and then and there to answer unto an indictment pending therein for conspiracy, and then and there abide the further order of said court, and not depart without leave thereof, then this recognizance to be void; otherwise to remain in full force and virtue.

John Francis. (Seal.)
Thos. C. McGrath, (Seal.)

Taken and acknowledged before me on the day and year first above written.

Robt. C. Georgi,
Dep. Clerk U. S. District Court, Southern District of Ohio.

United States of America, Southern District of Ohio, ss.:

I, Thomas C. McGrath, one of the sureties above named, do solemnly swear that after paying my just debts and liabilities, I am worth ten thousand dollars in real estate in my own name, situate in the county of Hamilton, in said district.

Thos. C. McGrath.
Sworn to before me the sixth day of October, 1899.
Robt. C. Georgi,
Dep. Clerk U. S. District Court, S. D. O.

And afterwards, to wit, on the 7th day of October, A. D. 1899, the following recognizance was filed in the

clerk's office of the court aforesaid clothed in the words and figures following, to wit:

Recognizance of Anthony Hoff.

The United States of America, Southern District of Ohio, ss.:

Be it remembered, that on this 7th day of October, A. D. 1899, before me, B. R. Cowen, clerk of the United States District Court, within and for the district aforesaid, duly appointed as such by the said court, personally came

Anthony Hoff,

as principal and Thomas C. McGrath, as surety, and jointly and severally acknowledged themselves to owe the United States of America in the sum of one thousand dollars, to be levied on their goods and chattels, land and tenements, if default be made in the condition following, to wit:

The condition of this recognizance is such, that if the said Anthony Hoff shall personally appear before the District Court of the United States, in and for the District aforesaid, at Cincinnati, Ohio, on Monday, October 9th, 1899, at 10 o'clock a. m., and from day to day during the October Term, 1899, and then and there to answer unto an indictment pending therein for conspiracy, Sect. 5440, Act Mch. 2, 1895, 2 Supt. 435, and then and there abide the further order of said court, and not depart without leave thereof, then this recognizance to be void; otherwise to remain in full force and virtue.

Anthony Hoff. (Seal.)
Thos. C. McGrath. (Seal.)

Taken and acknowledged before me on the day and year first above written.

Robt. C. Georgi, Dep. Clerk, U. S. District Court, Southern District of Ohio.

United States of America, Southern District of Ohio, ss.:

I, Thomas C. McGrath, one of the sureties above named, do solemnly swear that after paying my just debts and liabilities, I am worth ten thousand dollars in real estate in my own name, situate in the County of Hamilton, in said District.

Thos. C. McGrath.

Sworn to before me the seventh day of October, 1899.
Robt. C. Georgi, Dep. Clerk, U. S. District Court, S. D. O.

And afterwards, to wit, on the 7th day of October, A. D. 1899, the following recognizance was filed in the clerk's office of the court aforesaid clothed in the words and figures following, to wit:

Recognizance of John Edgar, Alias Peter Edgar.

The United States of America, Southern District of Ohio, ss.:

Be it remembered, that on this 7th day of October, A. D. 1899, before me, B. R. Cowen, clerk of the United States District Court, within and for the district aforesaid, duly appointed as such by the said court, personally came

John Edgar, Alias Peter Edgar,

as principal and Thomas C. McGrath, as sureties, and jointly and severally acknowledged themselves to owe the United States of America in the sum of one thousand dollars, to be levied on their goods and chattels, lands and tenements, if default be made in the condition following, to wit:

The condition of this recognizance is such, that if the said John Edgar, alias Peter Edgar, shall personally appear before the District Court of the United States, in and for the District aforesaid, at Cincinnati, Ohio, on Monday at 10 o'clock a. m., October 9th, 1899, and then from day to day during the October Term, 1899, and then and there to answer unto an indictment pending therein for conspiracy, Sect. 5440, Act Mch. 2, 1895, 2 Supt. 435, and then and there abide the further order of said court, and not depart without leave thereof, then this recognizance to be void; otherwise to remain in full force and virtue.

John Edgar. (Seal.)
Thos. C. McGrath. (Seal.)

Taken and acknowledged before me on the day and year first above written.

Robt. C. Georgi, Dep. Clerk, U. S. District Court, Southern District of Ohio.

United States of America, Southern District of Ohio, ss.:

I, Thomas C. McGrath, one of the sureties above named, do solemnly swear that after paying my just debts and liabilities, I am worth ten thousand dollars in real estate in my own name, situate in the County of Hamilton, in said District.

Thos. C. McGrath.

Sworn to before me the seventh day of October, 1899. Robt. C. Georgi, Dep. Clerk, U. S. District Court, S. D. O.

And afterwards, to wit, on the 9th day of October, A. D. 1899, an entry was made upon the Journal of said court clothed in the words and figures following, to wit:

Entry—Journal 7, Page 429.

Leave to File Motion.

This day came the District Attorney on behalf of the United States, and said defendants being present in court pursuant to the tenor of their recognizances heretofore taken herein, whereupon, by leave of court, a motion to quash said indictment as to all was filed by counsel herein.

And afterwards, to wit, on the 9th day of October, A. D. 1899, the following motion was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Motion to Quash.

The United States of America, Western Division of the Southern District of Ohio.

The United States, Plaintiff,
versus
Charles W. Reiley et al., Defendants.
} No. 377. Motion.

Now comes Charles W. Reily, one of the defendants herein, and moves the court to quash the indictment herein:

1st. Because the same charges no offense against any valid law of the United States.

2nd. Because the same is so vague, indefinite and uncertain as not to fairly advise the defendant of what he is charged, and does not sufficiently state facts sufficient to apprise him of the nature of the charge so as to enable him to prepare defense thereto.

3rd. Because the same is bad for duplicity in that it charges various distinct offenses in the same account of the indictment.

4th. Because the same was not presented upon any legal and valid testimony as required by law.

5th. Because the same was obtained by illegal and incompetent testimony presented to the Grand Jury.

6th. Because the indictment was obtained on such incompetent evidence without affording the accused an opportunity of preliminary hearing.

7th. Because of other good and sufficient reasons apparent of record herein.

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 9th day of October, A. D. 1899, the following motion was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Motion to Quash.

The United States of America, Western Division of the Southern District of Ohio.

The United States, Plaintiff,
versus
Chas. W. Reily et al.
No. 377.
Motion.

Now comes John Francis, one of the defendants herein, and moves the court to quash the indictment herein:

1st. Because the same charges no offense against any valid law of the United States.

2nd. Because the same is so vague, indefinite and uncertain as not to fairly advise the defendant of what he is charged, and does not sufficiently state facts sufficient to apprise him of the nature of the charge so as to enable him to prepare defense thereto.

3rd. Because the same is bad for duplicity in that it charges various distinct offenses in the same account of the indictment.

4th. Because the same was not presented upon any legal and valid testimony as required by law.

5th. Because the same was obtained by illegal and incompetent testimony presented to the Grand Jury.

6th. Because the indictment was obtained on such incompetent evidence without affording the accused an opportunity of preliminary hearing.

7th. Because of other good and sufficient reasons apparent of record herein.

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 9th day of October, A. D. 1899, the following motion was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Motion to Quash.

The United States of America, Western Division of the Southern District of Ohio.

The United States, Plaintiff,
versus
Charles W. Reiley et al., Defendants.

No. 377.
Motion.

Now comes Anthony Hoff, one of the defendants herein, and moves the court to quash the indictment herein:

1st. Because the same charges no offense against any valid law of the United States.

2nd. Because the same is so vague, indefinite and uncertain as not to fairly advise the defendant of what he is charged, and does not sufficiently state facts sufficient to apprise him of the nature of the charge so as to enable him to prepare defense thereto.

3rd. Because the same is bad for duplicity in that it charges various distinct offenses in the same account of the indictment.

4th. Because the same was not presented upon any legal and valid testimony as required by law.

5th. Because the same was obtained by illegal and incompetent testimony presented to the Grand Jury.

6th. Because the indictment was obtained on such incompetent evidence without affording the accused an opportunity of preliminary hearing.

7th. Because of other good and sufficient reasons apparent of record herein.

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 9th day of October, A. D. 1899, the following motion was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Motion to Quash.

The United States of America, Western Division of the Southern District of Ohio.

The United States, Plaintiff,
versus
Charles W. Reiley et al., Defendants.
Motion.
No. 377.

Now comes Charles W. Reiley, one of the defendants defendants herein, and moves the court to quash the indictment herein:

1st. Because the same charges no offense against any valid law of the United States.

2nd. Because the same is so vague, indefinite and uncertain as not to fairly advise the defendant of what he is charged, and does not sufficiently state facts sufficient to apprise him of the nature of the charge so as to enable him to prepare defense thereto.

3rd. Because the same is bad for duplicity in that it charges various distinct offenses in the same account of the indictment.

4th. Because the same was not presented upon any legal and valid testimony as required by law.

5th. Because the same was obtained by illegal and incompetent testimony presented to the Grand Jury.

6th. Because the indictment was obtained on such incompetent evidence without affording the accused an opportunity of preliminary hearing.

7th. Because of other good and sufficient reasons apparent of record herein.

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 13th day of January, A. D. 1900, the following opinion was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Opinion of Judge Thompson.

United States District Court, Southern District of Ohio, Western Division.

The United States
vs.
Charles W. Reiley et al., Defendants. } No. 377.

The indictment charges that the defendants conspired to commit an offense against the United States, to wit, to cause to be carried from one state to another in the United States, papers, certificates and instruments purporting to be and represent tickets, chances, shares and interests in and dependent upon the event of a lottery and similar enterprise, offering prizes dependent upon lot or chance. (See Rev. Stat., Sec. 5440 and Act of March 2, 1895, U. S. Stat. at L. Vol. 28, page 963.)

To the indictment each of the defendants has interposed a motion to quash. Of the seven assignments of these motions, only the first and second are presented in argument. These read as follows:

"1. Because the same charges no offense against any valid law of the United States."

"2. Because the same is so vague, indefinite and uncertain as not to fairly advise the defendant of what he is charged, and does not sufficiently state facts sufficient to apprise him of the nature of the charge so as to enable him to prepare defense thereto."

The constitutional question was raised in France vs. The United States, 164 U. S. 676, but was not decided, and this court will not consider it here.

The question remaining is whether the indictment states facts sufficient, and with sufficient definiteness and certainty to apprise the defendants of the nature of the charge, so as to enable them to prepare defenses thereto.

The indictment clearly sets forth the conspiracy to commit one of the offenses defined and described in the Act of Congress of March 2, 1895, entitled "An Act for the suppression of lottery traffic through national and interstate commerce and the postal service subject to the jurisdiction and laws of the United States."

Now, does it sufficiently set forth the overt act, in pursuance of the conspiracy, relied on to sustain the indictment?

It is alleged that in pursuance of the conspiracy five papers were caused, by the defendants, to be carried from Newport, in the State of Kentucky, to Cincinnati, in the State of Ohio, in the United States, which, as the defendants well knew, purported to be and to represent chances, shares and interests in prizes to be awarded by lot and chance, in drawings to be made thereafter, in a certain lottery, commonly known as the game of policy. Copies of these papers are given in the indictment. It is true that these papers on their face, do not show to the uninitiated the purport or meaning alleged in the indictment, but this can be shown by the evidence. These papers are further described and identified as representing combinations of numbers, selected by one H. T. Harrison and other players, in accordance with the plan of the lottery described in the indictment, which consisted in the drawing and selection, by lot and chance, at stated intervals, of twelve of the numbers, from one to seventy-eight, inclusive, and the awarding of prizes, in various amounts, to those who, prior to the time of the drawing, after paying a small sum of money, should select combinations of numbers, which afterwards should be found included in the twelve numbers, thereafter drawn and selected by lot and chance, and that they represented the interest of Harrison and the other players in the drawing. A fuller statement would have been more satisfactory, but the facts stated are sufficient to identify the transaction and to enable the defendants to prepare their defense, and to sustain any judgment which may be rendered. The motions will therefore be overruled.

And afterwards, to wit, on the 13th day of January, A. D. 1900, an entry was made upon the Journal of said court, clothed in the words and figures following, to wit:

Entry—Journal 7, Page .

Motions to Quash Overruled.

This day came the District Attorney on behalf of the United States, and said defendants being present in court pursuant to the tenor of their recognizances heretofore taken herein, and this cause came on to be heard upon a motion to quash, filed by each defendant, and the

same being argued by counsel, the court, after due consideration, overrules each and every one of said motions.

And afterwards, to wit, on the 5th day of February, A. D. 1900, an entry was made upon the journal of said court, clothed in the words and figures following, to wit:

Entry. Journal 7, page 481.

Recognizance forfeited and respite.

This day came the district attorney on behalf of the United States, and said defendant, though being three times solemnly called to come into court, pursuant to the tenor of his recognizance heretofore taken herein, came not but made default, and said Thomas C. McGrath, his surety, being in like manner three times solemnly called to come into court and with him bring the body of his said principal as by the tenor of his recognizance he was bound to do came not, but made default.

It is therefore considered that the recognizance of the said defendant and of his said surety be forfeited and on motion of the district attorney, it is ordered that the said forfeiture of the recognizance herein be respited to the next term of this court, and this cause is continued.

And afterwards, to wit, but on the same day as aforesaid, an entry was made upon the journal of said court, clothed in the words and figures following, to wit:

Entry. Journal 7, page 481.

Recognizance forfeited and respite.

This day came the district attorney on behalf of the United States, and said defendant, though being three times solemnly called to come into court, pursuant to the tenor of his recognizance heretofore taken herein, came not but made default, and said Thomas C. McGrath, his surety, being in like manner three times solemnly called to come into court and with him bring the body of his said principal as by the tenor of his recognizance he was bound to do came not, but made default.

It is therefore considered that the recognizance of the said defendant and of his said surety be and it is hereby forfeited and on motion of the district attorney, it is ordered that the said forfeiture of the recognizance herein be respited to the next term of this court, and this cause is continued.

And afterwards, to wit, but on the same day as aforesaid, an entry was made upon the journal of said court, clothed in the words and figures following, to wit:

Entry. Journal 7, page 481.

Recognizance forfeited and respite.

This day came the district attorney on behalf of the United States, and said defendant, though being three times solemnly called to come into court, pursuant to the tenor of his recognizance heretofore taken herein, came not but made default, and Thomas C. McGrath, his surety, being in like manner three times solemnly called to come into court and with him bring the body of his said principal as by the tenor of his recognizance he was bound to do came not, but made default.

It is therefore considered that the recognizance of the said defendant and of his said surety be and it is hereby forfeited and on motion of the district attorney, it is ordered that said forfeiture be respited to the next term of this court, and this cause is continued.

And afterwards, to wit, on the 5th day of February, A. D. 1900, an entry was made upon the journal of said court, clothed in the words and figures following, to wit:

Entry. Journal 7, page 482.

Recognizance forfeited and respite.

This day came the district attorney on behalf of the United States, and said defendant, though being three times solemnly called to come into court, pursuant to the tenor of his recognizance heretofore taken herein, came not but made default, and said Thomas C. McGrath, his surety, being in like manner three times solemnly called to come into court and with him bring the body of his said principal as by the tenor of his recognizance he was bound to do came not, but made default.

It is therefore considered that said recognizance be and it is hereby forfeited and on motion of the district attorney, it is ordered that said forfeiture be and it is hereby respited to the next term of this court, and this cause is continued.

And afterwards, to wit, on the 12th day of March, A. D. 1900, an entry was made upon the journal of said court clothed in the words and figures following, to wit:

Entry. Journal 7, page 492.

Trial begun.

This day came the district attorney on behalf of the United States, and said defendants being present in court pursuant to the tenor of their recognizances heretofore taken herein, whereupon to try the issues joined a jury being called came, to wit: F. K. Bowles, W. C. Bryant, Cyrus Brown, Charles H. Eulass, James C. Corcoran, John M. Dudley, Geo. H. Rader, Wm. Swisher, Wm. Sprow, Wilson B. Smith, W. P. Ammon and Adolph Nickel, who were duly empaneled and sworn well and truly to try the issues joined, but the testimony not being finished the court respited the jury until to-morrow morning at ten o'clock, to which time this cause is continued.

And afterwards, to wit, on the 13th day of March, A. D. 1900, an entry was made upon the journal of said court, clothed in the words and figures, following, to wit:

Entry. Journal 7, page 492.

Trial continued.

This day came the district attorney again on behalf of the United States, also the defendants and the jury heretofore empaneled and sworn herein, but the testimony not being finished, the court respited the jury until to-morrow morning at ten o'clock, to which time this cause is continued.

And afterwards, to wit, on the 13th day of March, A. D. 1900, an entry was made upon the journal of said court, clothed in the words and figures, following, to wit:

Entry. Journal 7, page 492.

Rule to show cause to issue.

The President of the United States of America, to John M. Price, No. 614 York St., Newport, Ky.:

You are hereby cited and admonished to be and appear before our district court of the United States, within and for the Southern District of Ohio, forthwith, to show

cause, if any you know or have, why you failed to obey the subpoena served upon you at your residence by not attending court as you were commanded, to testify as a witness in the above entitled cause.

And it is ordered that the marshal of this district make legal service and due return of this rule on or before the appearance day above noted.

And afterwards, to wit, on the 13th day of March, A. D. 1900, there was issued out of the clerk's office of said court, our certain rule to show cause, clothed in the words and figures, following, to wit:

Rule to Show Cause.

In the District Court of the United States, Western Division of the Southern District of Ohio.

The United States,	
vs.	Rule to Show Cause. No. 377.
Chas. Reiley, et al.	

The President of the United States of America, to John M. Price, No. 614 York St., Newport, Ky.:

You are hereby cited and admonished to be and appear before our district court of the United States, within and for the Southern District of Ohio, forthwith, to show cause, if any you know or have, why you failed to obey the subpoena served upon you at your residence, by not attending court as you were commanded, to testify as a witness in the above entitled cause.

And it is ordered that the marshal of this district make legal service and due return of this rule on or before the appearance day above noted.

Witness the Honorable Albert C. Thompson, judge of said court and the seal thereof, this 13th day of March, A. D. 1900.

(Seal.) Attest: B. R. Cowen, Clerk.

And afterwards, to wit, on the 14th day of March, A. D. 1900, came the marshal of the District of Kentucky, and returned the aforesaid rule to show cause into the clerk's office of said court, with his proceedings thereon

endorsed, clothed in the words and figures, following, to wit:

Marshal's Return of Rule to Show Cause.

Received this writ on the 13" of March, 1900, executed by arresting the within named John M. Price and now have his body in court as commanded, this 14" day of March, 1900.

A. D. James, U. S. Marshal.
By J. D. Compton, Deputy.

Fees 2 00
40
2 40

And afterwards, to wit, on the 14th day of March, A. D. 1900, the following motion to acquit was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Motion of Charles W. Reilley to Acquit.

District Court, S. D. O., W. D.

The United States, Plaintiff,
vs. No. 377. Motion.
Charles W. Reilley, Defendant.

And now comes the defendant, Charles W. Reilley, and moves the court to direct the jury to acquit him:

1st. Because the said indictment does not charge an offense within the jurisdiction of this court.

2nd. Because the facts and statements contained in the indictment charge no crime against any valid law of the United States.

3rd. Because the said act of March 2, 1895, 3 Session, 53 Congress, p. 963, is an act not within the constitutional power of the Congress of the United States in so far as therein contained, to wit: "That any person who shall cause to be carried from one state to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share, or interest in or dependent upon the event of a lottery, so-called gift, concert, or similar enterprise offering prizes dependent upon lot or chance," and is therefore illegal and void.

4th. Because there is no sufficient proof to support a conviction under any count in this indictment as against this defendant.

Shay & Cogan,
Attys. for Deft.

And afterwards, to wit, on the 14th day of March, A. D. 1900, the following motion to acquit was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Motion of John Francis to Acquit.

District Court, S. D. O., W. D.

The United States,	Plaintiff,	No. 377. Motion.
vs.		
John Francis,	Defendant.	

And now comes the defendant, John Francis, and moves the court to direct the jury to acquit him:

1st. Because the said indictment does not charge an offense within the jurisdiction of this court.

2nd. Because the facts and statements contained in the indictment charge no crime against any valid law of the United States.

3rd. Because the said act of March 2, 1895, 3 Session, 53 Congress, p. 963, is an act not within the constitutional power of the Congress of the United States in so far as therein contained, to wit: "That any person who shall cause to be carried from one state to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share or interest in or dependent upon the event of a lottery, so-called gift, concert, or similar enterprise offering prizes dependent upon lot or chance," and is therefore illegal and void.

4th. Because there is no sufficient proof to support a conviction under any count in this indictment as against this defendant.

Shay & Cogan,
Attys. for Deft.

And afterwards, to wit, on the 14th day of March, A. D. 1900, the following motion to acquit was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Motion of Anthony Hoff to Acquit.

District Court, S. D. O., W. D.

The United States, Plaintiff,
vs.
Anthony Hoff, Defendant.
No. 377.
Motion.

And now comes the defendant, Anthony Hoff, and moves the court to direct the jury to acquit him:

1st. Because the said indictment does not charge an offense within the jurisdiction of this court.

2nd. Because the facts and statements contained in the indictment charge no crime against any valid law of the United States.

3rd. Because the said act of March 2, 1895, 3 Session, 53 Congress, p. 963, is an act not within the constitutional power of the Congress of the United States in so far as therein contained, to wit: "That any person who shall cause to be carried from one state to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share or interest in or dependent upon the event of a lottery, so-called gift, concert, or similar enterprise offering prizes dependent upon lot or chance," and is therefore illegal and void.

4th. Because there is no sufficient proof to support a conviction under any count in this indictment as against this defendant.

Shay & Cogan,
Attys. for Deft.

And afterwards, to wit, on the 14th day of March, A. D. 1900, the following motion to acquit was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Motion of John Edgar, Alias Peter Edgar, to Acquit.

District Court, S. D. O., W. D.

The United States, Plaintiff,
vs.
John Edgar, alias Peter Edgar, Defendant.
Motion.
No. 377.

And now comes the defendant, John Edgar, Alias Peter Edgar and moves the court to direct the jury to acquit him:

1st. Because the said indictment does not charge an offense within the jurisdiction of this court.

2nd. Because the facts and statements contained in the indictment charge no crime against any valid law of the United States.

3rd. Because the said act of March 2, 1895, 3 Session, 53 Congress, p. 963, is an act not within the constitutional power of the Congress of the United States in so far as therein contained, to wit: "That any person who shall cause to be carried from one state to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share or interest in or dependent upon the event of a lottery, so-called gift, concert, or similar enterprise offering prizes dependent upon lot or chance," and is therefore illegal and void.

4th. Because there is no sufficient proof to support a conviction under any count in this indictment as against this defendant.

Shay & Cogan,
Attys. for Deft.

And afterwards, to wit, on the 14th day of March, A. D. 1900, an entry was made upon the the journal of said court, clothed in the words and figures, following, to wit:

Entry. Journal 7, page 493.

Motions overruled.

This cause came on further to be heard on a motion filed by each defendant to acquit, and the same being argued by counsel, the court after due consideration overrules the same.

And afterwards, to wit, on the 14th day of March, A. D. 1900, an entry was made upon the the journal of said court, clothed in the words and figures, following, to wit:

Entry. Journal 7, page 493.

Trial continued.

This day again came the district attorney on behalf of the United States, also the defendants and the jury heretofore empaneled and sworn herein, and the testimony and arguments of counsel being finished, but the charge of the court not being given, the court respited the jury until to-morrow morning at eleven o'clock, to which time this cause is continued.

And afterwards, to wit, on the 15th day of March, A. D. 1900, an entry was made upon the journal of said court, clothed in the words and figures following, to wit:

Entry. Journal 7, page 494.

Trial concluded. Verdict. Recognizance fixed for each.

This day came the district attorney on behalf of the United States, also the jury heretofore empaneled and sworn herein, and said defendants being present in court, and the charge of the court being given the jury after deliberation returned the following verdict, to wit: "We, the jury herein do find the said defendants guilty in manner and form as charged in the said indictment. Signed, William C. Bryant, Foreman."

And thereupon the said defendants each filed a motion to arrest judgment, also a motion for a new trial. It was thereupon ordered by the court that each of said defendants enter into a recognizance for their appearance, until the hearing and disposal of said motions, with good and sufficient sureties to be approved by the court, in the following amounts, John Francis in the sum of $5,000.00, and Charles W. Reilley, Anthony Hoff and John Edgar, alias Peter Edgar, each in the sum of $2,000.00, which said recognizances were accordingly filed.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following motion to arrest judgment, was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Motion to Arrest Judgment.

District Court of the United States, S. D. O., Western Division.

The United States,	Plaintiff,	No.— Motion to Arrest Judgment.
vs.		
Charles W. Reilley, et al.,	Defendants.	

And now comes the defendant, Charles W. Reilley, and moves the court in arrest of judgment herein:

First. Because the court erred in overruling the motion to quash hereinbefore filed.

Second. Because the court erred in overruling the demurrer hereinbefore filed.

Third. Because the said indictment does not charge an offense within the jurisdiction of this court.

Fourth. Because the proof adduced does not show an offense committed within the jurisdiction of this court.

Fifth. Because the facts and statements contained in the indictment charged no crime against any valid law of the United States.

Sixth. Because the said act of March 2, 1895, 3 Section, 53 Congress, p. 963, in so far as the same is contained and set forth in this indictment and more particularly mentioned in the words of said statute, as follows, to wit:

"That any person who shall cause to be carried from one state to another in the United States any paper, certificate or instrument purporting to be or to represent a ticket, chance, share or interest in or dependent upon the event of a lottery, so-called gift, concert or similar enterprise offering prizes dependent upon lot or chance, which same is not an act within the constitutional power of the Congress of the United States, and is therefore illegal and void."

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following Motion to Arrest Judgment, was filed in the Clerk's Office of said court, clothed in the words and figures, following, to wit:

Motion to Arrest Judgment.

District Court of the United States, S. D. O., Western Division.

The United States, Plaintiff,
vs.
Charles W. Reilley, et al., Defendants.
No.

Motion to Arrest Judgment.

And now comes the defendant John Francis, and moves the court in arrest of judgment herein:

First. Because the Court erred in overruling the motion to quash hereinbefore filed.

Second. Because the Court erred in overruling the demurrer hereinbefore filed.

Third. Because the said indictment does not charge an offense within the jurisdiction of this court.

Fourth. Because the proof adduced does not show an offense committed within the jurisdiction of this court.

Fifth. Because the facts and statements contained in the indictment charged no crime against any valid law of the United States.

Sixth. Because the said Act of March 2, 1895, 3 section, 53 Congress, P. 963, in so far as the same is contained and set forth in this indictment and more particularly mentioned in the words of said statute, as follows, to wit:

"That any person who shall cause to be carried from one State to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share or interest in or dependent upon the event of a lottery, so-called gift concert or similar enterprise offering prizes dependent upon lot or chance which same is not an act within the constitutional power of the Congress of the United States, and is therefore illegal and void."

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following Motion to Arrest Judgment, was filed in the Clerk's Office of said court, clothed in the words and figures, following, to wit:

Motion to Arrest Judgment.

District Court of the United States, S. D. O., Western Division.

The United States, Plaintiff,
vs.
Charles W. Reilley, et al., Defendants.
No.

Motion to Arrest Judgment.

And now comes the defendant Anthony Hoff, and moves the court in arrest of judgment herein:

First. Because the Court erred in overruling the motion to quash hereinbefore filed.

Second. Because the Court erred in overruling the demurrer hereinbefore filed.

Third. Because the said indictment does not charge an offense within the jurisdiction of this court.

Fourth. Because the proof adduced does not show an offense committed within the jurisdiction of this court.

Fifth. Because the facts and statements contained in the indictment charged no crime against any valid law of the United States.

Sixth. Because the said Act of March 2, 1895, 3 section, 53 Congress, P. 963, in so far as the same is contained and set forth in this indictment and more particularly mentioned in the words of said statute, as follows, to wit:

"That any person who shall cause to be carried from one State to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share or interest in or dependent upon the event of a lottery, so-called gift concert or similar enterprise offering prizes dependent upon lot or chance which same is not an act within the constitutional power of the Congress of the United States, and is therefore illegal and void."

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following Motion to Arrest Judgment, was filed in the Clerk's Office of said court, clothed in the words and figures, following, to wit:

Motion to Arrest Judgment.

District Court of the United States, S. D. O., Western Division.

The United States, Plaintiff,
vs.
Charles W. Reilley, et al., Defendants. } No.

Motion to Arrest Judgment.

And now comes the defendant John Edgar, and moves the court in arrest of judgment herein:

First. Because the Court erred in overruling the motion to quash hereinbefore filed.

Second. Because the Court erred in overruling the demurrer hereinbefore filed.

Third. Because the said indictment does not charge an offense within the jurisdiction of this court.

Fourth. Because the proof adduced does not show an offense committed within the jurisdiction of this court.

Fifth. Because the facts and statements contained in the indictment charged no crime against any valid law of the United States.

Sixth. Because the said Act of March 2, 1895, 3 section, 53 Congress, P. 963, in so far as the same is contained and set forth in this indictment and more particularly mentioned in the words of said statute, as follows, to wit:

"That any person who shall cause to be carried from one State to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share or interest in or dependent upon the event of a lottery, so-called gift concert or similar enterprise offering prizes dependent upon lot or chance which same is not an act within the constitutional power of the Congress of the United States, and is therefore illegal and void."

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following Motion for a New Trial was filed in the Clerk's Office of said Court, clothed in the words and figures following, to wit:

Motion for a New Trial.

District Court of the United States, S. D. O., Western Division.

The United States, Plaintiff,
vs. } No.
Charles W. Reilley, et al., Defendants.

Motion for a New Trial.

And now comes the defendant, Charles W. Reilley, and moves the court to grant a new trial for the following reasons, to wit:

First. Because the Court erred in overruling the motion to quash hereinbefore filed.

Second. Because the Court erred in overruling the demurrer hereinbefore filed.

Third. Because the verdict is contrary to law.

Fourth. Because the verdict rendered is contrary to the evidence.

Fifth. Because the verdict rendered is not supported by any legal or sufficient evidence.

Sixth. Because of errors of law occuring upon the trial and excepted to at the time.

Seventh. Because the Court erred in the admission of certain testimony.

Eighth. Because the court erred in the exclusion of certain testimony.

Ninth. Because the Court erred in refusing to give certain special instructions as requested.

10th. Because the Court erred in giving certain special instructions with modifications.

11th. Because the Court erred in the general charge as given, as excepted to at the time and more particularly stated at the time of the giving thereof.

Because the court erred in limiting argument of counsel.

12th. Because of other good and sufficient reasons apparent of record herein.

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following Motion for a New Trial was filed in the Clerk's Office of said Court, clothed in the words and figures following, to wit:

Motion for a New Trial.

District Court of the United States, S. D. O., Western Division.

The United States, Plaintiff,
vs.
Charles W. Reilley, et al., Defendants.
No.

Motion for a New Trial.

And now comes the defendant, John Francis, and moves the court to grant a new trial for the following reasons, to wit:

First. Because the Court erred in overruling the motion to quash hereinbefore filed.

Second. Because the Court erred in overruling the demurrer hereinbefore filed.

Third. Because the verdict is contrary to law.

Fourth. Because the verdict rendered is contrary to the evidence.

Fifth. Because the verdict rendered is not supported by any legal or sufficient evidence.

Sixth. Because of errors of law occuring upon the trial and excepted to at the time.

Seventh. Because the Court erred in the admission of certain testimony.

Eighth. Because the court erred in the exclusion of certain testimony.

Ninth. Because the Court erred in refusing to give certain special instructions as requested.

10th. Because the Court erred in giving certain special instructions with modifications.

11th. Because the Court erred in the general charge as given, as excepted to at the time and more particularly state at the time of the giving thereof.

Because the court erred in limiting argument of counsel.

12th. Because of other good and sufficient reasons apparent of record herein.

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following Motion for a New Trial was filed in the Clerk's Office of said Court, clothed in the words and figures following, to wit:

Motion for a New Trial.

District Court of the United States, S. D. O., Western Division.

The United States, Plaintiff,

vs. } No.

Charles W. Reilley, et al., Defendants.

Motion for a New Trial.

And now comes the defendant, Anthony Hoff, and moves the court to grant a new trial for the following reasons, to wit:

First. Because the Court erred in overruling the motion to quash hereinbefore filed.

Second. Because the Court erred in overruling the demurrer hereinbefore filed.

Third. Because the verdict is contrary to law.

Fourth. Because the verdict rendered is contrary to the evidence.

Fifth. Because the verdict rendered is not supported by any legal or sufficient evidence.

Sixth. Because of errors of law occuring upon the trial and excepted to at the time.

Seventh. Because the Court erred in the admission of certain testimony.

Eighth. Because the court erred in the exclusion of certain testimony.

Ninth. Because the Court erred in refusing to give certain special instructions as requested.

10th. Because the Court erred in giving certain special instructions with modifications.

11th. Because the Court erred in the general charge as given, as excepted to at the time and more particularly stated at the time of the giving thereof.

Because the court erred in limiting argument of counsel.

12th. Because of other good and sufficient reasons apparent of record herein.

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following Motion for a New Trial was filed in the Clerk's Office of said Court, clothed in the words and figures following, to wit:

Motion for a New Trial.

District Court of the United States, S. D. O., Western Division.

The United States, Plaintiff,
vs.
Charles W. Reilley, et al., Defendants.
No.

Motion for a New Trial.

And now comes the defendant, John Edgar,

and moves the court to grant a new trial for the following reasons, to wit:

First. Because the Court erred in overruling the motion to quash hereinbefore filed.

Second. Because the Court erred in overruling the demurrer hereinbefore filed.

Third. Because the verdict is contrary to law.

Fourth. Because the verdict rendered is contrary to the evidence.

Fifth. Because the verdict rendered is not supported by any legal or sufficient evidence.

Sixth. Because of errors of law occuring upon the trial and excepted to at the time.

Seventh. Because the Court erred in the admission of certain testimony.

Eighth. Because the court erred in the exclusion of certain testimony.

Ninth. Because the Court erred in refusing to give certain special instructions as requested.

10th. Because the Court erred in giving certain special instructions with modifications.

11th. Because the Court erred in the general charge as given, as excepted to at the time and more particularly stated at the time of the giving thereof.

Because the court erred in limiting argument of counsel.

12th. Because of other good and sufficient reasons apparent of record herein.

Shay & Cogan,
Attorneys for Defendants.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following recognizance was filed in the Clerk's Office of the Court aforesaid, clothed in the words and figures, following, to wit:

Recognizance of Charles W. Reilley.

The United States of America, Southern District of Ohio, ss.:

Be it remembered that on this 15th day of March, A. D. 1900, before me B. R. Cowen, Clerk of the United States District Court, within and for the district aforesaid, duly appointed as such by the said court, personally came Charles W. Reilley, as principal and Thomas C.

McGrath, as sureties, and jointly and severally acknowledged themselves to owe the United States of America in the sum of two thousand dollars, to be levied on their goods and chattels, lands and tenements, if default be made in the condition following, to wit:

The condition of this recognizance is such, that if the said Charles W. Reilley shall personally appear before the District Court of the United States, in and for the District aforesaid, at Cincinnati, Ohio, from day to day, and then and there to answer unto an indictment pending therein for conspiracy, Sect. 5440, Act Mch. 2, 1895, 2 Supt. 435., and then and there abide the further order of said court, and not depart without leave thereof, then this recognizance to be void; otherwise to remain in full force and virtue.

C. W. Reilley, (Seal.)
Thos. C. McGrath, (Seal.)

Taken and acknowledged before me on the day and year first above written.

Robt. C. Georgi, Dep. Clerk,
(Seal.) U. S. District Court, Southern District of Ohio.

United States of America, Southern District of Ohio, ss.:

I, Thomas C. McGrath, one of the sureties above named, do solemnly swear that after paying my just debts and liabilities, I am worth ten thousand dollars in real estate in my own name, situate in the county of Hamilton, in said District.

Thos. C. McGrath.

Sworn to before me the 15th day of March, 1900.

Robt. C. Georgi, Dep. Clerk,
(Seal.) U. S. District Court, S. D. O.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following *recognizance* was filed in the clerk's office of the court aforesaid, clothed in the words and figures following, to wit:

Recognizance of John Francis.

The United States of America, Southern District of Ohio, ss.:

Be it remembered, that on this 15th day of March, A. D. 1900, before me, B. R. Cowen, clerk of the United

States District Court, within and for the district aforesaid, duly appointed as such by the said court, personally came John Francis as principal and Thomas C. McGrath as sureties, and jointly and severally acknowledged themselves to owe the United States of America in the sum of five thousand dollars, to be levied on their goods and chattels, lands and tenements, if default be made in the condition following, to wit:

The condition of this recognizance is such, that if the said John Francis shall personally appear before the District Court of the U. S. in and for the Dist. aforesaid, at Cincinnati, O., from day to day, and then and there to answer unto an indictment pending therein for conspiracy, Sect. 5440, Act Mch. 2, 1895, 2 Supt. 435, and then and there abide the further order of said court, and not depart without leave thereof, then this recognizance to be void; otherwise to remain in full force and virtue.

John Francis. (Seal.)
Thos. C. McGrath. (Seal.)

Taken and acknowledged before me on the day and year first above written.

(Seal.) Robt. C. Georgi, Dep. Clerk, U. S. District Court, Southern District of Ohio.

United States of America, Southern District of Ohio, ss.:

I, Thomas C. McGrath, one of the sureties above named, do solemnly swear that after paying my just debts and liabilities I am worth ten thousand dollars in real estate in my own name, situate in the County of Hamilton, in said District.

Thos. C. McGrath.

Sworn to before me the 15th day of March, 1900.

(Seal.) Robt. C. Georgi, Dep. Clerk, U. S. District Court, S. D. O.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following recognizance was filed in the clerk's office of the court aforesaid, clothed in the words and figures following, to wit:

Recognizance of Anthony Hoff.

The United States of America, Southern District of Ohio, ss.:

Be it remembered, that on this 15th day of March, A. D. 1900, before me, B. R. Cowen, clerk of the United

States District Court, within and for the district aforesaid, duly appointed as such by the said court, personally came Anthony Hoff as principal and John Donohue as sureties, and jointly and severally acknowledged themselves to owe the United States of America in the sum of two thousand dollars, to be levied on their goods and chattels, lands and tenements, if default be made in the condition following, to wit:

The condition of this recognizance is such, that if the said Anthony Hoff shall personally appear before the District Court of the U. S. in and for the Dist. aforesaid, at Cincinnati, O., from day to day, and then and there to answer unto an indictment pending therein for conspiracy, Sect. 5440, Act Mch. 2, 1895, 2 Supt. 435, and then and there abide the further order of said court, and not depart without leave thereof, then this recognizance to be void; otherwise to remain in full force and virtue.

Anthony Hoff. (Seal.)
John Donohue. (Seal.)

Taken and acknowledged before me on the day and year first above written.

(Seal.) Robt. C. Georgi, Dep. Clerk, U. S. District Court, Southern District of Ohio.

United States of America, Southern District of Ohio, ss.:

I, John Donohue, one of the sureties above named, do solemnly swear that after paying my just debts and liabilities I am worth eighty-five hundred dollars in real estate in my own name, situate in the County of Hamilton, in said District.

John Donohue.

Sworn to before me the 15th day of March, 1900.

(Seal.) Robt. C. Georgi, Dep. Clerk, U. S. District Court, S. D. O.

And afterwards, to wit, on the 15th day of March, A. D. 1900, the following recognizance was filed in the clerk's office of the court aforesaid, clothed in the words and figures following, to wit:

Recognizance of John Edgar, alias Peter Edgar.

The United States of America, Southern District of Ohio, ss.:

Be it remembered, that on this 15th day of March, A. D. 1900, before me, B. R. Cowen, clerk of the United

States District Court, within and for the district aforesaid, duly appointed as such by the said court, personally came John Edgar, alias Peter Edgar, as principal and John Donohue as sureties, and jointly and severally acknowledged themselves to owe the United States of America in the sum of two thousand dollars, to be levied on their goods and chattels, land and tenements, if default be made in the condition following, to wit:

The condition of this recognizance is such, that if the said John Edgar, alias Peter Edgar, shall personally appear before the District Court of the United States, in and for the District aforesaid, at Cincinnati, Ohio, from day to day, and then and there to answer unto an indictment pending therein for conspiracy, Sect. 5440, Act Mch. 2, 1895, 2 Supt. 435, and then and there abide the further order of said court, and not depart without leave thereof, then this recognizance to be void; otherwise to remain in full force and virtue.

John Edgar. (Seal.)
John Donohue. (Seal.)

Taken and acknowledged before me on the day and year first above written.

(Seal.) Robt. C. Georgi, Dep. Clerk, U. S. District Court, Southern District of Ohio.

United States of America, Southern District of Ohio, ss.:

I, John Donohue, one of the sureties above named, do solemnly swear that after paying my just debts and liabilities I am worth eighty-five hundred dollars in real estate in my own name, situate in the County of Hamilton, in said District.

John Donohue.

Sworn to before me the 15th day of March, 1900.

(Seal.) Robt. C. Georgi, Dep. Clerk, U. S. District Court, S. D. O.

And afterwards, to wit, on the 2d day of April, A. D. 1900, an entry was made upon the Journal of said court, clothed in the words and figures following, to wit:

Entry—Journal 7, Page 500.

Motion for New Trial Overruled.

Bill of Exceptions Continued Until April Term.

This cause came on to be heard on the motion for a new trial heretofore filed herein, and was argued by

counsel, on consideration whereof the court doth overrule said motion, to which counsel for defendants except, and it is ordered that the time for presenting, settling, allowing, signing and sealing of a bill of exceptions be and it is hereby extended to and during the April term of this court.

And afterwards, to wit, on the 9th day of April, A. D. 1900, an entry was made upon the Journal of said court, clothed in the words and figures following, to wit:

Entry—Journal 7, Page 516.

Motion to Arrest Judgment Overruled, & Sentence, &c.

This day again came the District Attorney on behalf of the United States, and said defendants, Charles W. Reilley, Peter Edgar, Anthony Hoff and John Francis, being present in court pursuant to the tenor of their several recognizances heretofore taken herein, and said action pending on the motions in arrest of judgment heretofore filed herein, on March 15th, 1900, and said motions having been argued by counsel, and duly considered by the court, are by the court overruled; and the District Attorney moving for sentence, the court pronounced the following sentence, to wit:

That the said defendant, Charles W. Reilley, be imprisoned in the Ohio Penitentiary for the period of two (2) years, and pay the costs of this prosecution.

That the said defendant, John Francis, be imprisoned in the Ohio Penitentiary for the period of eighteen (18) months, and pay a fine of one thousand ($1,000.00) dollars and the costs of this prosecution.

That the defendant, Peter Edgar, be imprisoned in the Ohio Penitentiary for the period of fifteen (15) months, and pay his costs herein to be taxed.

That the said defendant, Anthony Hoff, be imprisoned in the Ohio Penitentiary for the period of fifteen (15) months, and pay his costs herein to be taxed.

To all of which said defendants, by their counsel, except.

And afterwards, to wit, on the 9th day of April, A. D. 1900, an entry was made upon the Journal of said court, clothed in the words and figures following, to wit:

Entry—Journal 7, Page 516.

Bill of Exceptions Signed and Allowed.

Now come the defendants, Charles W. Reilley, John Francis, Anthony Hoff and Peter Edgar, and present to the court their certain bill of exceptions herein, which the court finds to have been reasonably taken and reserved, and being found by the court to be true, is allowed, signed, sealed and on motion is hereby made part of the record in this cause.

And afterwards, to wit, on the 9th day of April, A. D. 1900, the following bill of exceptions was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Bill of Exceptions.

In the District Court of the United States, Southern District of Ohio, Western Division.

The United States of America, Plaintiff,	
vs.	No. .....
Charles W. Reilley, John Francis, Anthony Hoff and Peter Edgar, Defendants.	

Bill of Exceptions.

Be it remembered that on the day of April, A. D. 1900, at a stated term of said court, begun and holden in Cincinnati in and for the Southern District of Ohio and Western Division thereof, before the Hon. Albert C. Thompson, District Judge thereof, the issues joined in the above stated cause between the said parties came on to be tried before said judge and a jury, the plaintiff being represented by the United States District Attorney, Hon. William E. Bundy, and Assistant Sherman T. McPherson, and the defendants being represented by Messrs. Shay & Cogan, and the jury being called and duly sworn was impaneled as required by law, to try the issues joined.

The plaintiff, by its counsel, having stated its case to the judge and the jury, and the defendants, by their counsel, having stated their case to the judge and the jury, proceeded as follows, to wit:

The plaintiff, to maintain the issues upon its part, called as a witness , who, being duly sworn, testified as follows, to wit:

A. L. Francis, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. Where do you live, Mr. France?

A. I live at the present time in Dinsmore Park, a suburb of the city of Covington, Kentucky.

Q. How long have you lived in Covington?

A. It has been 18 or 19 years.

Q. What business, if any, are you in at present?

A. I am working on art work at present—an artist—painting.

Q. Are you acquainted with Edgar, one of the defendants in this case?

A. Yes, sir.

Q. Are you acquainted with Charles Reilley?

A. Yes, sir.

Q. Are you acquainted with John Francis?

A. No, sir.

Q. Do you know the gentleman here that goes by the name of Francis?

A. I have seen him on one occasion only.

Q. What is his name, if you know?

A. I understood it was Prior.

Q. Do you know Hoff?

A. No, sir.

Q. How long have you been acquainted with Charles Reilley?

A. About the same time—about 15 years.

Q. Were you ever connected with what is known as the game of policy, Mr. France?

A. Yes, sir.

Q. When—prior to when, I mean?

A. About 4 years ago/and prior to that time.

Q. How long had you been in the business of the game of policy previous to that time, Mr. France?

A. At different times, sir; I suppose for 25 years.

Q. I wish you would state to the jury now, carefully and explain to them what the game of policy is?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

By Mr. Shay:

May I have an exception to each of these questions, without objection, your honor?

The Court:

Well, whenever an objection is overruled, if you desire to except, call the court's attention to it.

Q. You may now proceed, Mr. France.

A. Do you want the method of conducting the business?

Q. Yes.

A. The policy business is the outgrowth of what was formerly known as the lottery business. The lottery business consisted of combinations of numbers printed upon tickets, the persons making the purchase at that time and only selecting such numbers as were on these tickets. Afterwards this game of policy was conceived, whereby the parties could select their own numbers and play as many of them as they wanted, and in the end it succeeded the lottery business, and for quite a number of years there has not been any lottery tickets issued at all. People simply go into the office, select their own numbers and they are placed upon slips of paper, returned to the head office; their "books" are there, called in lottery parlance, and these numbers are entered on these books and returned to the company. The lottery or policy that is decided by the drawing consists in placing 78 numbers in a wheel, that wheel is revolved until the numbers are properly mixed and in the morning there are 12 of these numbers drawn out and in the evening 13; these numbers are then printed, and the official prints, so called, are sent to the vendors where the players can go and see if they have won or lost.

Counsel for the defendants asks that each and every part of the above answer of the witness be stricken out, the court refuses so to do, to which ruling of the court, counsel for the defendants at the time excepted.

Q. More in detail, Mr. France, *for the jury's understanding*, suppose you were running a policy shop, and I would come in to play it, in the morning you say there are 12 numbers of the 78 drawn out?

A. Out of the 78, yes, sir, 12 drawn in the morning.

Q. There is 12 numbers drawn?

A. Yes, sir.

Q. Suppose I want to play the morning lottery, I come into your place and I want to choose three numbers—

A. Yes, sir.

Q. Now, explain how that would be done to the jury,

and carry that whole transaction through?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. Why, the party coming in, as I said, simply selects what numbers he wants to play, say three numbers.

Q. First selects any number from one to seventy-eight?

A. Yes, sir; he selects 10, 20 and 30; these are placed upon a little slip of paper which is given to the bidder as his security to represent a ticket, they are then placed—

Q. Coming back, not quite so fast, I come into your place of business and choose 10, 20 and 30, how is that number, if it is, is it recorded in the office?

A. It is recorded in the office, yes, sir.

Q. How?

A. On manifold paper.

Q. What did you say was done?

A. The ticket is given—a slip of paper is given to the player with those numbers on.

Q. Go on?

A. Under the former administration of their affairs, two of these manifold sheets were returned to the head office and one kept by the vendor and after the drawing—

Q. They were returned to the head office at what time in the day?

A. Prior to the drawing of the lottery.

Q. At what time in the day was the lottery drawn?

A. Five minutes of twelve at that time, and five minutes to five in the evening.

Q. They were returned to headquarters prior to that time—what was done? Go on with it.

A. Then after the drawing they usually telephone some portion of the country and telegraph to others the result of the drawing; copies are kept in the main office by which these tickets are looked up, plays that come from this office that I speak of; if there are any winning numbers—if John Smith's ticket has some winning numbers on it, they are placed in an envelope with the money and a list of the winning numbers in the envelope with the money and it is sent to that vendor to distribute to the parties who made the plays—the winning play—sent to the vendor who turned it in.

Q. That is the rule when the numbers win?

A. If they don't win, of course, nothing is sent except a copy of the drawing where they see the winning numbers.

Q. What is the nature of a copy of this drawing?

A. There were two forms—

Q. I want you to describe how it was printed?

A. It was printed on a piece of square paper about that long.

Above question and answer objected to by counsel for defendants.

The Court: What are you referring to?

A. To the official numbers—the official drawing—to the scheme of lottery.

The Court: The court is permitting this witness to describe what the game of policy is, and if that is a part of the description, you may proceed.

Counsel for the defendants except to the above ruling of the court.

A. Printed on a square piece of paper about that size (indicating).

The Court: This witness is here practically as an expert to explain what the game of policy is.

A. Printed on a piece of paper, I should imagine, about 8x10; the upper row of numbers on that slip of paper, the numbers are as they come from the wheel, the under row are placed in numerical order, to make them easier to look up the numbers on the wheel.

Q. This official notice of this drawing is merely a memorandum of the drawing, the 12 numbers printed on the piece of paper?

A. Yes, sir.

Q. Both printed in the way they come from the wheel and underneath in their numerical order?

A. Yes, sir.

Q. Is there any mark to indicate it is a morning drawing?

A. Yes, it is known as a class number.

Q. How is that class number always marked?

A. My recollection is, in the morning, it is an odd number, and in the evening it is an even number; I think for instance, 275 in the morning, following that is a class 276 in the evening, the drawings were classified in that way.

Q. Please state again how the drawing is made?

A. Placing the numbers in the wheel?

Q. Yes, state fully.

A. The numbers are printed on a small piece of paper, about 2 1-2 by an inch and one-half, I should imagine, and that is rolled up into a small form and placed in a hollow tube—from one to seventy-eight; these are placed in a glass wheel, which is revolved by the party drawing the lottery until it thoroughly mixes these numbers; then as

I said, 12 of them are drawn out in the morning, and 13 in the afternoon or evening.

Q. Go back again to the shops, where these vendors, as you call them, when they send their numbers to headquarters, the tickets they sell, how is it known at the office who sold those numbers, &c.?

A. During my connection with the business here, they were numbered.

Q. Each policy vendor had a number?

A. Each book was numbered.

Q. The names were not written?

A. No, sir.

Q. Going back to the supposed policy game that you and I have been speaking about, 10, 20, 30, if that was sold to me, and your numbers would happen to be 41 or 21 or 28, that number would be placed upon the ticket, would it or would it not?

A. Whatever number you select.

Q. Would be placed upon the same ticket with the numbers on it?

A. Yes, sir.

Q. Where were these drawings made when you were in the business, Mr. France?

A. They were made in Covington, Kentucky.

Above question an danswer objected to and objection sustained.

Q. What does that indicate to you—what would you say it was, Mr. France (showing witness a ticket)?

The above question is objected to by counsel for the defendant, and the question is withdrawn for the present.

Cross-examination:

By Mr. Shay:

Q. Mr. France, you say it is four years since you have had any connection with the business?

A. I think about that time, yes, sir; four years.

Q. Your connection, if I understand you correctly, terminated about a year prior to the trial of the case of France and others, in this court?

A. No, sir; it was after that.

Q. You were tried in this court room, how long ago?

A. I don't remember, Mr. Shay, I think about 4 years ago, is it not?

Q. You were convicted of an unlawful conspiracy at that time?

A. Yes, sir.

Q. And the judgment subsequently was reversed?

A. Yes, sir.

Q. How soon after that did you retire from the business?

A. I think it was several months, 7 or 8 or 9 months. within that year, I think.

Q. Since that time you have been engaged in what?

A. I have been engaged in painting, art work.

Q. Painting and art work?

A. Yes, sir.

Q. You have had no interest either directly or indirectly in the business?

A. No, sir.

Q. I didn't hear your answer.

A. No, sir.

Q. You have not been at any place where the business has been carried on?

A. No, sir.

Q. If it is carried on you only know it by general report?

A. I don't know anything about it at all, sir; I never heard anything about it except what I see in the paper occasionally.

Q. I wish you would be as accurate as you can about the time that you retired from that business.

A. I have the worst memory in the world for dates; my recollection is between 3 and 4 years.

Q. Between 3 and 4 years?

A. I think so.

Q. It is surely over 3 years?

A. I think so, Mr. Shay. What was the date of that trial, sir? I can fix it possibly by that.

Q. I can give it to you in a few moments, if you let me have that record. The 10th of February, '96, the case was tried; the indictment was found, I think, in the fall of '95.

A. Well, it was probably longer than a year after that; something following the second year after that.

Q. You say the business when you were engaged in it was first drawing out of the wheel and tickets were sold—

A. No, sir; that was some years ago, tickets have not been sold, I do not suppose, sir, for 25 or 30 years.

Q. For how many years since there was any ticket or paper writing representing any chance in a lottery sold?

Mr. McPherson: He said about 25 years.

A. I should think it has been that long since they abolished the ticket system.

Q. You said if a man came to play with the vendor—that is what you call him, is it?

A. Vendor we call him, yes, sir.

Q. That he would give to the vendor such a list of numbers as he wanted to play?

A. That was the general custom, I believe.

Q. Do you mean the man that was going to play would make out that number?

A. Sometimes he did and sometimes he just gave them numbers and they put it on a piece of paper—a great many of them would not even write the numbers.

Q. And did he give any money with it?

A. I presume so.

Q. You presume so?

A. Money or credit, possibly, I don't know; I was only stating the modus operandum; I didn't see those acts myself at all; I didn't state that I saw them.

Q. Do you know Mr. Pelton?

A. Yes, sir.

Q. Mr. Pelton came to see you?

A. Yes, sir.

Q. About this case?

A. Yes, sir.

Q. When was he to see you?

A. I think it must have been about 2 or 3 months ago.

Q. And requested you to come over and give testimony?

A. He asked me if I would give testimony here.

Q. You haven't paid Mr. Pelton anything for this prosecution?

A. No, sir.

Q. And he has not paid you anything?

A. No, sir. If I may be allowed to state it, I came here as a very reluctant witness, sir; I think the attorneys on the other side can tell you that.

By Mr. Pherson:

Q. You were subpoenaed here by the United States Marshal?

A. I sent a doctor's certificate, sir, excusing me on account of my health and the surgeon of this court came and examined me and compelled me to come in attendance.

Q. Mr. Shay asked you if you were not convicted of this crime in the year '96 and afterwards the Supreme Court reversed it?

A. Yes, sir.

Q. I will ask you if Mr. Reilley was not also convicted at the same time with you?

Above question objected to and the objection taken under advisement.

Q. What, if any, interest have you, directly or indirectly, in the policy or lottery business?

A. At the present time?

Q. Yes, sir.

A. None in the world, sir.

Charles Pelton, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. Give your name to the jury?

A. Charles Pelton.

Q. Where do you live, Mr. Pelton?

A. Millford.

Q. Ohio?

A. Clermont county.

Q. What is your business and occupation at this time?

A. I am agent of the Municipal Reform League of Cincinnati and vicinity.

Q. How long have you been agent of that league?

A. Five —— years ago the first of last October.

Q. Are you acquainted with Charles Reilley?

A. Yes, sir.

Q. Do you know John Edgar?

A. Yes, sir.

Q. Do you know Mr. Hoff, Anthony Hoff?

A. Yes, sir; I have a slight acquaintance with him.

Q. Do you know John Francis?

A. Well, I knew John Prior; there is some doubt about his name, I understand; I have a very slight acquaintance with him.

Q. The gentleman is indicted under the name of John Francis?

A. Yes, sir.

Q. The man who sits here as one of the defendants with his counsel?

A. Yes, sir.

Q. How long have you known Mr. Reilley?

A. Five years.

Q. Where is Mr. Reilley's place of business?

A. In the rear of Drury's Hotel on Sixth street, opposite here.

Q. Opposite here—whereabouts?

A. On Sixth street.

Q. Sixth street where?

A. The north side of Sixth street.

Q. What city and state.
A. Cincinnati.
Q. What state?
A. Ohio.
Q. Hamilton county?
A. Yes, sir.
Q. What business is Charles Reilley in?
A. I have known him conducting the policy business at this place.
Q. How long have you known him doing that?
A. During these 5 years.
Q. Was he conducting the policy business during October of last year?
A. Yes, sir.
Q. You may state what is your source of knowledge with reference to Mr. Reilley being in the policy business.
A. Personal observation.
The above question and answer is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.
A. I speak from personal observation, every month of these five years, almost every week, seeing him at his appropriate place at certain hours, in the policy business, down to the last month.
Counsel for the defendants moves the court to strike out the whole answer of the witness, the court overrules the motion, to which ruling of the court, counsel for the defendants at the time excepted.
Q. Do you know John Edgar?
A. Yes, sir.
Q. How long have you known him?
A. Five years.
Q. What is his business?
A. He is a policy carrier from Newport; a canvasser of the books when they come in from the shops twice a day to headquarters over Mr. Reilley's shop.
Q. Where is the headquarters?
A. In the adjoining building to Mr. Reilley's shop; having connection up to last October through a hole in the brick wall; the only safe on the premises being in Mr. Reilley's shop.
Q. How did they enter this room?
A. They generally come to Mr. Reilley's first and the books were delivered there—I should not say that last, because I was not personally cognizant of that.
Q. Not personally cognizant of that—of what?
A. The delivery of the books by the carrier—they vis-

ited Mr. Reilley's shop though first, then went into headquarters department through a shoe store which occupies the front part of the lower store, up the stairway in the rear through this hole in the wall to the upstairs room.

Q. How is that hole in the wall made?

A. Just chiseled through the bricks.

Q. From these upper apartments into Mr. Reilley's place of business?

A. Mr. Reilley's on to this stairway, up which the canvassers always went to the headquarters room?

Q. You say that John Edgar is a carrier?

A. Yes, sir.

Q. What do you mean—explain to the jury particularly what you mean by that?

Above question objected to.

The Court: The question can be modified so as to call for the knowledge of the witness as to what he was carrying.

Q. As a carrier, what did John Edgar do?

The above question is objected to by counsel for the defendants, the court overruled the objection, to which ruling of the courts, counsel for the defendants at the time excepted.

A. Between 11 and 12 in the forenoon and 4 and 5 in the afternoon he visited the several shops which constituted his route before going to headquarters, and that is his duty as a canvasser.

Q. What do you mean by shops?

A. Policy shops.

Q. What is a policy shop?

A. A place where bets are received on the prospective winning numbers.

The above question and answer objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. It is a place where the policy writer accepts bets, in the form of a ticket. I can produce one obtained by myself, on which are written 3 or more numbers which constitute my choice of what will be the next winning numbers on the next official print, bearing the winning numbers from headquarters.

Q. These are the tickets that are sold at these shops, you speak of, as policy shops?

Above question objected to and sustained.

Q. What did you say these tickets were?

A. Copies of policy bets by patrons of the policy shop.

Q. Who made these copies?

A. Which one?

Q. These particular copies? Well, I will withdraw those, if you please. Who made these, if you know (showing witness slips of paper containing writing)?

A. Well, I can not be sure about those two.

Q. You don't know?

A. I know who made this. (Indicating a paper).

Q. If you have any recollection at all who made those two, I wish you would state?

A. I would not state with any certainty as to either of these, but they are written by the patron of the shop.

Above answer objected to.

Q. This ticket I hold in my hand, is what?

A. It is a policy ticket from Henry Cutter's shop on Vine street.

Counsel for the defendants move the court to rule out the above evidence of the witness in regard to the tickets, and the court instructs the jury as follows:

"For the present, at least, gentlemen of the jury, this paper is simply allowed to go into evidence, as illustrating what is meant by what the witness speaks of as a ticket, not for any other purpose, and it has no other relevancy for the present, at least, to the case."

By Mr. Shay: As to the answer will your Honor permit it to stand?

The Court: Yes; it don't matter where it was made, or what shop it was made.

Mr. Shay: We will reserve an exception.

Said paper offered in evidence by counsel for the government, and marked "Exhibit No. 1—J. A. C."

Q. Now, Mr. Pelton, you may take this ticket, marked "Exhibit 1" and explain first that figure at the top—these letters and figures at the top—what that means?

A. The first is Col., for Colorado, representing the Colorado Policy Lottery system, which is a rival to the one we are at now. Serial numbers 192—the form of these official prints, have you that in evidence yet?

Q. No.

A. If issued each day, you see the simple date would not be sufficient, so they begin with the first of January with the serial number and continue that through the year, and the even number always indicates the afternoon drawing on the top of the official print, and the odd number indicates the morning drawing.

Q. The serial number indicates the drawing forenoon or afternoon?

A. Yes, sir; and to one who keeps track of it, as we do, you can tell the date by the serial number, for they go continuously through the year. Now, the morning ticket shows 12 winning numbers, in the afternoon 13. In the morning I have tickets from this same place, where 10 cents—10 means the amount paid by this patron, 10 cents G, and the 16 means gig, that is, if you guess three numbers of the 13 in the afternoon, gig and $16. 10 cents will win $16 if the patron succeeds in guessing 3 out of the 13.

The Court:

Q. What do you mean by "gig"?

A. Well, sir; I don't understand the etymology of the term; it is a policy term.

Q. What does it signify?

A. It signifies a winning. Gig and 16—a successful guess of the winning numbers constitutes a gig, I understand. In the morning the tickets are written "gig and $20," as the result of guessing three out of the twelve winning numbers for ten cents.

Q. Now, this, you, say, calling your attention again to the 10, represents the amount of money paid?

A. Yes, sir.

Q. What is it that represents that interest or chance in the lottery?

Above question objected to.

Q. What is it that represents the interest of your 10 cents that you paid into that shop or policy, or what you paid?

Above question objected to.

The Court: Let him explain what each figure or letter or combination of figures or letters upon that paper means.

Mr. McPherson: I thought he had done that, Your Honor.

Q. Proceed and explain that again.

A. The Col. at the top means the Colorado system of policy lottery; 192 represents the serial number of that system during the year, showing that it was issued in the afternoon of a certain date; the three numbers, 12, 28, and 51, which follow, constitute the guess of the patron who offers this ticket that such numbers, in his judgment, will be issued that afternoon from this policy system.

By the Court:

Q. Drawn?

A. Yes, sir; drawn from the headquarters. This policy agent that wrote this ticket, puts down "G," which I understand is an abbreviation for "Gig," $16. Then the 10—

Q. $16?

A. Yes; that represents what will be won if the patron is successful in guessing three out of the 13; and they always mark the amount paid in this way (indicating), the number of cents paid with a scribe around it.

Q. What is there on that paper to indicate what is paid?

A. 10 cents is the amount of the interest as represented in the three numbers, which he hopes will be issued.

Q. I was asking what represents the amount paid—the figures 10?

A. The 10 in the circle represents the bet, the amount of the bet.

Q. What is this ticket?

A. It is a policy ticket.

Q. When is this issued?

A. February 24th, '98.

Q. In reference to the drawing—before or after the drawing?

A. Afternoon before four o'clock.

Q. Before or after the drawing?

A. Before the drawing.

Q. State whether or not, Mr. Pelton, the man who goes in to bet or to guess or to choose these numbers and deposit his money, is there any other evidence that he has deposited and bought this ticket except this ticket?

Above question objected to and sustained.

Q. State what they give the player—what the vendor of the policy tickets gives the person who buys it—what evidence—what paper, as evidence of his bet do they give him?

Above question objected to and sustained.

Q. What is given to the policy player as the evidence of the amount he plays, if anything?

Above question objected to.

Q. What, if anything, is given to the policy player as evidence of the amount he invests?

Above question objected to.

Q. When a man goes to a vender's policy shop and buys or chooses three numbers and invests ten cents, what is done by the vendor?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which

ruling of the court, counsel for the defendants at the time excepted.

A. In all the shops, with one exception, that I am acquainted with, the patron finds a shelf or table, with such pieces of paper as this blank paper; he makes out his ticket, writing the official number of the system at the top; if it is the system that is in this case, if he wanted to bet in the Kentucky part of it, he would put a "K" at the top, then write his three or more numbers under it and the amount paid below that, and make a duplicate of it, one he hands in with his money and the other he retains so as to compare with the official print when he returns, to see if he has won. There is nothing given by the agent.

Q. What does that paper represent, or such paper purport to represent?

Above question objected to and sustained.

Q. You stated, Mr. Pelton, that the player, when he chose his numbers, he generally made a copy and handed one copy to the vendor with his money and kept the other?

A. Yes, sir.

Q. What is done with the money and copy retained by the vendor?

The above question is objected to by counsel for the defendants, the court rules that the witness may answer the question, if he knows, to which ruling of the court counsel for the defendants at the time excepted.

A. About the time they close up the transactions for that half day, each vendor makes what is called a book, that is, a record of these individual bets, with the amount and the numbers that book is taken up by the carrier at the proper time, between 11 and 12, and taken to headquarters to be canvassed, where they receive a slip with the winning numbers of that half day and compare it with these individual bets. In case of a winning, a record is made of the winning and the winning sent back.

Q. What do you call a book?

A. That is simply a record; it is called a book in the policy parlance—a record of each individual bet which conveys the person's interest to headquarters.

Q. Do you know the defendant Hoff?

A. I have a slight acquaintance with Mr. Hoff.

Q. Where is his place of business, or was it in October of last year?

A. On Saratoga street, Newport, Kentucky.

Q. State what you know about Mr. Hoff in reference to the policy game?

The above question is objected to by the counsel for

the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

The Witness: Is it proper for me to state my information?

The Court: No; your personal knowledge.

A. Being satisfied that Mr. Hoff is engaged in this business—

Above answer stricken out.

The Court: Just state what you did learn from personal observation from matters that came within your personal knowledge?

A. I accompanied two officers who visited Mr. Hoff's shop about 11 o'clock, October 4th, last, where we found official prints, quite a package of them, and copies of policy plays, and where he admitted in my presence that he had accepted policy bets and sent them over the river to headquarters. He made this statement in my presence.

Counsel for the defendants move the court to rule out the last answer of the witness, the court refuses so to do, to which ruling of the court, counsel for the defendants at the time excepted.

Q. Can you identify the papers that you found in his house that day?

A. I am not sure that I could, absolutely.

Q. Who was with you when that raid was made?

A. Lieut. Labreth and another officer of the Newport police.

Q. What other officers besides Labreth?

A. I don't remember his name, now.

Q. What was done with the papers and official printing, &c., found in Hoff's possession or place of business that day?

A. They were delivered—

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. They were delivered to the Chief, Schilling, of the Newport police. They were deposited in the safe, he informed me.

Q. Lieut. Schilling died sometime ago, did he not?

A. Yes, sir.

Q. About when, do you know?

A. February.

Q. Do you know what officer succeeded him?

A. Lieut. Smith, I believe.

Q. Of Newport?

A. Is in his place, yes sir.

Q. Do you know the defendant, John Francis?

A. I have a slight personal acquaintance with him.

Q. When was the first time you ever met that gentleman?

A. Well, it is some two years ago.

Q. To be accurate, as near as you can, Mr. Pelton, is it two years yet?

A. Well, I received information—

Above answer objected to.

Q. State under what circumstances you met him?

The above question is objected to by counsel for the defendants, the court overruled the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. My attention was called by a citizen to room 64 of the St. Paul building, with the statement—

Mr. Shay: I object.

Q. Don't state what was said—what did you do?

A. I began to pay attention to those entering the St. Paul building at certain hours.

Q. Room 64, you say, what did you do in reference to room 64?

Above question objected to.

Q. What did you observe in reference to room 64 in the St. Paul building?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. I visited this floor and took observations on that room.

Q. First, what sign was there up over the door, if any?

A. Cannel Coal, and some other name of coal, Bird's Eye Coal, I think. I found the door locked invariably; I observed Mr. Francis go in and three well known policy men at 11 o'clock, and Mr. Francis generally went in a few minutes before, the others quite promptly to go in within 5 minutes before or after 11 o'clock each afternoon and four o'clock each afternoon.

Q. Who were the three other gentlemen?

A. Mr. Spencer, a policy agent on Vine street—

The above question and answer is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. I accompanied the officers and visited this place; Mr. Henry Myer, of 113 E. Third street, who has 12 shops of the same system, 10 or 12 under his care, Mr. Bickel; these three accompanied Mr. Francis. They stayed in there an hour. The first to issue from that door was Mr. Francis, as a rule; several times I traced Mr. Spencer as the first one who came out, and he went directly to the office of the Western Union Telegraph Company, but most of the times of these observations, in the last year or year and one-half, Mr. Francis.

Q. Which Francis?

A. John Francis.

Q. This defendant here?

A. Yes, sir—made that trip.

Counsel for the defendants ask to have the above answer of the witness ruled out as not being competent.

A. In August, '98, I was present with the officers when they raided this room, August 16th, '98, Lieut. Poppy in command of four officers, Mr. Albert L. France was along, and the room has a double apartment, a door between, a vault, a large vault in the inner apartment. Mr. Francis promptly at 5 o'clock, August 16th issued from there as usual, apparently on his road to the telegraph office, the others still inside, and the officers arrested him, and Lieut. Poppy demanded entrance to the rear apartment; they did not give it and he was obliged to burst the door open, and found these three men there—Bickel and Spencer and Myers, and the documents which they obtained was a well bound volume in fine leather, which Mr. Francis is able to explain; I was not familiar enough to be able to explain the significance of the book.

Q. What was the book—you know now, don't you?

Counsel for the defendants ask that the above answer be ruled out, as not being germane to the issue, the court refuses to rule said testimony out, to which ruling of the court, counsel for the defendants at the time excepted.

The Court: If later in the progress of the case, I am convinced that it is irrelevant, I will probably advise and instruct the jury in relation to it.

The Court: Where is the book?

A. Lieut. Poppy thinks that it is still in the police department, and if he was excused he could get it.

Q. Have you been observing and do you know who comes out of the St. Paul building and goes to the Western Union Telegraph office, if anyone, or who did, in October of last year and previous to that time?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which

ruling of the court, counsel for the defendants at the time excepted.

A. John Francis; I saw him on the third and on the fourth of October.

Q. Did you watch him?

A. Yes, sir.

Q. At what hour?

A. At noon—5 minutes of 12 o'clock.

Q. 5 minutes of 12 o'clock?

A. Yes, sir. He went through the usual movement to go right back to the receiver to the rear room at the north end of the apartment, handed in a paper and immediately returned to the St. Paul building.

Q. Previous to room 64, do you know what room was occupied by Mr. Francis and these other gentlemen you speak of in the St. Paul building?

A. I am not sure of the number. I am aware that they ooccupied another room before this; that was, at least, two years before.

Q. Is that room still being occupied in the St. Paul building by the defendant, Francis, and others?

A. 64?

Q. Yes, 64?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. I can not state within thirty days myself.

Q. Prior to thirty days from now?

Above question objected to.

A. I would not be justified in asserting that it was so occupied recently.

Q. Were you ever with the officers of this city when a raid was made upon Mr. Reilley's place of business on Sixth street?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. Many times.

Q. How many times, if you know?

Above question objected to.

Q. Approximately?

A. I would say, at least, a dozen times.

Q. Within what period would you fix that dozen times?

A. In these five years.

Q. What, if anything, was found in his place upon those raids?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. Always found a package of official prints, which characterized a policy shop as a chief feature always. Nobody gets packages of these official prints except the policy agent.

Counsel for the defendants move the court to rule out the above answer, the court refuses so to do, to which refusal of the court, counsel for the defendants at the time excepted.

Q. These official prints that you speak of, are they the drawings that come out of room 64 in the St. Paul building?

Above question objected to and withdrawn.

Q. State if you know where these official prints found in Reilley's place, came from.

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. I knew of a good many of them. They came from Mr. Kyle's printing office on Madison Avenue, Covington, repeatedly; I was with the officer when he arrested the carrier on his wheel; he captured over 40 of them one day, and have traced them repeatedly; they came from Mr. Brombeck's printing office, with headquarters on Fourth and Main, and a great while on Main Street; they have been printed in 2 or 3 years at various places.

Q. Who authorized the printing of these tickets, if you know?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. I could not say from any personal knowledge.

Q. State where are these official prints that you took from Mr. Reilley's place.

A. I understand they are in possession of Chief Schillings' successor, Chief Smith.

Q. Those were found at Hoff's place?

A. Yes, sir.

Q. I am speaking of Mr. Reilley's?

A. Well, the police department are accustomed to preserve them for a number of months, then destroy them.

The Court: He is simply asking you if you knew where they were.

A. Some of them, I have no doubt, are in possession of the police department of Cincinnati.

Q. Well, you don't know?

A. No, sir.

By Mr. McPherson:

Q. Can you state what were on these official prints found in Reilley's place—what letters, as matter of identification?

A. Yes, sir.

Mr. Shay: I object.

Q. Do you know a man named Richmond?

A. Yes, sir.

Q. What is his first name?

A. Morris.

Q. Where does he do business?

A. On Sixth Street.

Q. What business is he in?

A Paint business—in a paint store.

Mr. Shay: I object.

Q. What other business has Mr. Richmond besides the paint business?

The Court: Is he one of the defendants?

Mr. McPherson: No, sir, one that we claim was in this conspiracy, but not indicted.

The Court: The hour of adjournment will arrive before you finish this witness, so pass that.

Q. Who is Mr. Harrison?

Above question objected to.

A. Mr. Harrison is one of our agents.

Q. What is his first name?

A. H. T. Harrison.

Q. Where does he live?

A. In Bellevue, Kentucky, I believe, or Dayton, Kentucky.

Q. You speak of one of your agents, is he one of the agents employed by the Municipal League?

A. Yes, sir.

Q. Who is Mr. Price?

A. He is his associate.

Q. Where does Mr. Price live?

A. Newport.

Q. Newport, Kentucky?

A. Yes, sir.

Q. I will hand you a book, Mr. Pelton, state if that is the book you found in the raid of the St. Paul Building, Room 64, that you alluded to in your testimony before dinner?

Above question is objected to by counsel for the de-

fendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. I decide that it is.

The Court: When was it found there?

A. The 16th of August, '98.

The Court: Do you propose to offer this in evidence?

Mr. McPherson: Yes, sir.

The Court: Show it to the other side.

Mr. McPherson: I do not propose to offer it in evidence until I call Mr. France back upon the stand.

Q. State what you know about Room 64 in the St. Paul Building having a telephone in it.

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. Yes, sir, it has the ordinary Bell Telephone.

Q. State what you know about the room in the headquarters up over Rielley's place having a telephone in it.

Above question objected to and sustained.

Q. Is there a telephone in the room that you have testified to in the building up over Reilley's place on Sixth Street?

The Court: That is the very thing that is objected to. I do not remember whether the testimony located Reilley's room in any particular building?

Mr. McPherson: Yes, sir.

The Court: Did it?

Mr. McPherson: Yes, sir.

The Court: What building?

Mr. McPherson: In the rear of Drury's Hotel.

The Court: What room have you reference to?

Mr. McPherson: Mr. Reilley's.

Q. If there is a telephone, state where it is.

A. In the headquarters of the Kentucky Policy Lottery for canvassing books.

Q. Where is that in relation to Mr. Reilley's room?

A. Next door.

Q. How is it connected with Mr. Reilley's room?

A. Through a hole in the wall—in the brick wall.

By Mr. Shay: Is the telephone connected by the hole in the wall?

A. No, the rooms are connected.

Q. State if either of these telephones are given in the telephone directory.

A. No, sir. Neither the St. Paul telephone nor the headquarter telephone—the canvassing room.

Q. Mr. Pelton, have you ever made an investigation as to the chance of winning in reference to policy, as you have described it?

Above question objected to and sustained.

Q. State, if you know, in the year '99, where these official numbers were printed, that you have been describing to the jury.

The above question objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

Q. Do you know where they were printed?

A. Yes, sir, at one place, at Mr. Kyles, 529, I think, is the number, Madison Avenue, Covington.

Q. Kentucky?

A. Yes, sir.

Q. State, if you know, how they were delivered, if at all, to Mr. Reilley's place of business.

Above question objected to.

Q. From that printing office?

Above question objected to.

The Court: I am assuming that the evidence will be offered after while to connect these defendants with that transaction or these transactions; it is upon that theory that I permit it to go in. Answer the question.

Counsel for the defendants except to the above ruling of the court.

A. They were brought, mostly under my observation, by a young man named Frazier on a wheel—

Q. On what?

A. A bicycle and delivered to Mr. Reilley, and by him distributed to these carriers—the various carriers.

Q. By whom distributed?

A. By Mr. Reilley, and I had the young man taken up on one of his trips by the officers and this bunch of official prints confiscated; in the meantime the carriers waited two hours to receive those prints in the neighborhood of Mr. Reilley's.

Counsel for the defendants move the court to rule out all the above testimony in relation to the prints, the court refuses so to do, to which refusal of the court counsel for the defendants at the time excepted.

Cross-Examination.

By Mr. Shay:

Q. You say that these men were waiting for two hours at the time of the arrest—were you present at the time of the arrest?

A. Yes, sir.

Q. Did you go with the officers when the arrest was made?

A. It was made on Main Street near—

Q. Answer my question, please. Did you go with the officers at the time of the arrest?

A. Yes, sir.

Q. Where did you go to?

A. On Main street, opposite the Hammond Street Station.

Q. Who was arrested?

A. Mr. Frazier.

Q. Did you see anybody waiting on the outside then?

A. Outside where?

Q. Where the arrest was made?

A. The arrest was made on the street of this man on the bicycle.

Q. Where did you say these men were waiting?

A. At Reilley's shop.

Q. Did you see them waiting there?

A. Yes, sir.

Q. When?

A. After this arrest.

Q. How long after the arrest?

A. Until 2 o'clock.

Q. Well, until 2 o'clock?

A. Yes, sir.

Q. What time was the arrest made?

A. 12:45.

Q. What time did you go there?

A. Very soon after.

Q. Well, how soon after?

A. Well, within half hour.

Q. Within a half hour?

A. Yes, sir.

Q. Who did you see there within that half hour?

A. I saw James Star, John Edgar and William Miller and Charlie Lawrence.

Q. Where did you see them?

A. In the neighborhood of Reilley's shop.

Q. Did you speak to them?

A. No, sir.

Q. Then it is a surmise in your mind, what they were doing there, is it?

A. Yes, sir, I had seen them—

Q. It is simply your opinion, is that it?

A. I had seen them so many times.

Q. Answer my question please—is it simply your

opinion that that was their object in being there?

A. I said it was my surmise.

Q. Well, that is your opinion, is it?

A. You might so construe it.

Q. Now, you say that this occurred when?

A. Last summer.

Q. What time last summer?

A. I am not accurate in recollection of the exact date.

Q. Where did you make the memorandum at?

A. I have it in one of my note books, but not at present with me.

Q. What book—what note book?

A. I have it at the office.

Q. Haven't you looked at it?

A. I don't recollect that I noticed the date recently.

Q. Was it as early as June?

A. It may have been.

Q. What direction was Frazier going at the time of his arrest? On what street?

A. Going north on Main Street. We took him, just after he turned off of Third Street.

Q. Who do you mean by "we"?

A. I was with an officer.

Q. What officer?

A. An officer from Hammond Street Station.

Q. What was his name?

A. I don't remember his name.

Q. And took from his person certain papers, did you?

A. The officers in searching him at the Hammond Street Station, found these papers.

Q. Did he say where he got these papers?

A. No, but—

Q. Did he say where he got them?

A. No, sir.

Q. You don't know where he got them or who gave them to him?

A. Not of my knowledge.

Q. Nor how long he had them, do you?

A. No, sir.

Q. Did you ever see Mr. Reilley distribute any papers?

A. I could not say so definitely; I don't have a clear recollection of his distributing papers.

Q. Then when you made the remark that Reilley was the distributor that was your opinion also, was it—your surmise?

A. It might have come somewhat from the report of

the other agents—that part of it.

Q. But as to your actual personal knowledge, you haven't any?

A. I saw Mr. Frazier deliver them to Mr. Reilley.

Q. Did you see him go into the place?

A. I saw him deliver them in the alley.

Q. Deliver what in the alley?

A. Package of official papers.

Q. Do you know what was in that package?

A. Well, I didn't inspect very closely.

Q. Did you look at it at all?

A. I looked at the package, of course.

Q. Did you open the package up?

A. No, sir.

Q. Then you can not swear what was contained in that package?

A. Not from close personal observation.

Q. Then the whole matter of your saying that Reilley distributed was made up from the fact that you saw Frazier at some time give him a package in the alley?

A. Yes, sir.

Q. But what was in that package, you don't know?

A. Only from the results which we obtained after arrest.

Q. Then the fact that you say that Mr. Reilley is a distributor is made up from another fact—

A. Well, Mr. Reilley had charge of the whole operation there at headquarters.

Q. On what do you base your opinion?

A. From observation.

Q. But not your knowledge of any particular act that Reilley did?

A. Yes, sir.

Q. What act did he do?

A. Well, he patrolled the neighborhood for one thing and had others under his direction.

Q. Did you see him direct anybody?

A. Yes, sir.

Q. Who did he direct?

A. I could not name them.

Q. What did you tell him to do?

A. I could not say.

Q. Then you don't know? You don't know what direction he gave to anybody?

A. Not his verbal directions.

Q. Then it is a surmise on your part that he gave them directions, is it?

A. Well, I would say that I had more than that.

Q. What more have you than that?
A. These men reported to him evidently.
Q. What do you mean by evidently? Is that your opinion?
A. Hood Irwin, for instance.
Q. Is that your opinion?
A. It is the result of my observation.
Q. What did they report to him?
A. He would send them out to patrol different—
Q. What did Mr. Irwin report to him?
A. Well, he reported in a sense of coming up in person.
Q. Did you hear him?
A. I saw it.
Q. Do you know what he said to him?
A. No, sir.
Q. You don't know what they were talking about?
A. No, I was not close enough to hear.
Q. It is a surmise on your part, is it?
A. I could see him report without hearing the words.
Q. Answer my question. Is it a mere surmise on your part?
A. I think it is more than that, sir.
Q. But that is all the knowledge you have then by noticing the men come and some talk between them, your opinion is that they were getting reports or directions, is that it?
A. I was repeatedly with the officers who were raiding this place, and Mr. Reilley was certainly in charge of the premises.
Q. He was on the premises?
A. In charge of them—recognized as such.
Q. Was there any business there?
A. No, sir.
Q. Was there a sign of "Coal Office" there?
A. Not that I know of.
Q. Such a thing may have been there and you know nothing about it?
A. There might have been a sign.
Q. Did you ever play policy there?
A. Yes, sir.
Q. When?
A. Early in my acquaintance with the place.
Q. How early in your acquaintance?
A. Well, I began 5 years ago this month.
Q. Was it 5 years ago that you played?
A. I began then, I said.
Q. 5 years ago was it that you played there?

A. Sir?

Q. When was it that you played there?

A. I played there 5 years ago, and several times months after that.

Q. Well, 4 years ago, was that the last time?

A. Yes, sir.

Q. Who did you play with?

A. Mr. Reilley.

Q. Anybody else?

A. Yes, sir.

Q. Who?

A. A colored man, I don't remember his name.

Q. Have you played it any time within the four years?

A. Well, I rather think I did.

Q. You did?

A. Yes, sir.

Q. How long ago?

A. But not within 3 years.

Q. Not within 3 years?

A. No, sir.

Q. Well, now, then you say that there was a telephone?

A. In the headquarters room.

Q. Well, were you ever up stairs in that room?

A. Yes, sir.

Q. Did you ever do any business with anybody there?

A. I was present on two raids in that room.

Q. What do you mean by two raids?

A. When the officers entered that headquarters room.

Q. At your instigation?

A. Well, I assisted them in planning it.

Q. Well, at the time of the raids—at any other time than the raids, were you ever there?

A. Not in the headquarter room.

Q. Was there anything being done at the time of of the raids by anybody in that room?

A. Well, of course, the raid interrupted—

Q. Do you know whether it interrupted anything or not?

A. Evidently it did.

Q. How?

A. Evidently it did.

Q. Do you know that of your own knowledge?

A. What they did just before, I could not say.

Q. Well, they may have been doing nothing before that, sir?

A. That is not likely.

Q. Well, you don't know, do you?

A. I repeatedly watched these same men—

Q. But, do you know whether they were doing anything there or not?

A. Not on these occasions, I could not say.

Q. Then as a matter of fact you never saw anything done in that room?

A. I saw the capture of these men.

Q. Except the capture of the men when you came there?

A. And the documents—policy documents.

Q. That is all you ever saw is it?

A. In these headquarters; yes, sir.

Q. And the word headquarters then is simply a term applied to it by you?

A. Well, I was very well satisfied from my deduction—the results of the arrest warranted it.

Q. Other than your own deductions from the facts, you have no other means of calling it headquarters?

A. Yes, sir; the papers were captured on the raid.

Q. Have you any of these papers?

A. I have no right to these papers.

Q. Wouldn't that be simply your opinion, after looking at the papers you captured and what you observed, it is your own deduction to call it headquarters, ain't it?

A. Yes, it is my own; it is not somebody's else.

Q. You say there was a telephone there, did you ever try it?

A. No, sir.

Q. You say there was a telephone at No. 64?

A. Yes, sir.

Q. Did you ever try it?

A. No, sir.

Q. How do you know it was a telephone?

A. It has all the appearance of being a telephone.

Q. It had the appearance of a telephone, but whether or not there was a telephone there in existence at the time you saw it, you don't know?

A. I would call it a telephone.

Q. Well, but you don't know—do you know how a telephone is operated?

A. I think so.

Q. Well, how?

A. Is it necessary to answer that? Well, they are accustomed to make a call by the ringing of the bell.

Q. Did you ever hear the bell ring in this telephone?

A. No, sir.

Q. Do you know whether it had a bell or not?

A. That I could not say.

Q. Do you know whether it had a wire connecting it with any place or not?

A. I don't recollect noticing the wire.

Q. Well, do you know whether it had or not?

A. I said it was a telephone instrument—I am sure it was that.

Q. Then, whether or not the telephone had any connection with any place or was anything else than the box, you don't know?

A. There is a good deal I don't know about that telephone.

Q. Answer that question please. Do you know whether it was anything more than a box there?

A. I would call it a telephone instrument. I had no doubt about it at the time; I have no reason to doubt it now.

Q. That was only your opinion then?

A. Yes, sir.

Q. I believe you said something about their being a number of policy places—policy drawings—how many of them did you say there was?

A. I don't recollect saying.

Q. How?

A. I don't recollect saying.

Q. Didn't you say this morning that there was the Colorado and the Paduka?

A. No, sir.

Q. And Kentucky?

A. No, sir; I mentioned Colorado.

Q. Yes, you mentioned the Colorado, and you said that that belonged to some other people, did you not?

A. I don't think I did.

Q. Didn't you say that it was a rival company?

A. Yes, sir; a rival system that is the expression I used.

Q. Well, then, you did speak about other companies did you?

A. No, sir, a system is not a company.

Q. You spoke about rival systems then, you have received money from the rival systems have you not?

A. What do you mean by that?

Q. Have you got money from any source for engaging in this business?

A. Yes, sir, from the Municipal Reform League.

Q. You do the collecting, do you not?

A. Yes, sir.

Q. And you collect about the city?

A. Yes, sir.
Q. Anything that gives it to you?
A. No, sir.
Q. Have you got a list of your Directors?
A. Yes, sir.
Q. Where is it at?
A. I have one in the office.
Q. Where?
A. 420 Elm street.
Q. Can you bring it to us tomorrow?
A. If required.
Mr. Shay: We will ask your honor to require him to bring the book to-morrow.
The Court: I will consider that.
Q. Didn't you this morning in speaking about the matter, did you not in explaining a ticket, or attempting to explain one, say, that if they wanted to play in the Kentucky that they put a 'K'?
A. Yes, sir, the initial of the system is usually put over the bet.
Q. Well, then that represents the Kentucky lottery, does it?
A. So understood.
Q. What other lotteries or policies is there going on?
A. The Kentucky has combined with it, one under the initial 'H' which is understood to refer to the old Henry system, with which it has been associated a long time.
Q. What is the Henry system, if you know?
A. Oh, I don't know, I can not give the distinctions; it is one and the same company, because the exact numbers are always printed on the same sheet.
Q. Is that the only way you know it?
A. Yes, sir; and another series of numbers under the initial 'F' which is understood to be Frankfort, on the same sheet; I have copies of these official prints with me, if you would like to see them.
Q. What other?
A. That is all on that sheet. There is another with the initial 'I' and 'S.'
Q. What is that?
A. It has more recently been introduced; I have been told it was Inter-State & Springfield; the winning numbers are telephoned every day from Chicago. We have raided that persistently; and the other is the old style Colorado, formerly run by Colonel Smith; they have combined and run under the initial P, which is understood to be Paduka—I didn't mention that before—so I understand it.

Q. Where do these drawings take place—for instance the Kentucky and the Henry lottery?

A. I can not say from my own observation.

Q. You never saw one, did you?

A. To sustain evidence which—

Q. I didn't ask you for that—

A. I will state they are drawn in Room 64, St. Paul Building.

Q. Well, do you know?

A. Not from personal observation.

Mr. Shay: Well, then, I ask your answer be ruled out.

The Court: So much of the answer as is based upon information and not personal observation will be stricken out.

Q. Room 64, did you ever find any wheel in there, when you went in to make a raid?

A. I never found or heard of a wheel being associated in that business.

Q. Well, when was the first raid that you made at Room 64?

A. August 16th—last August 16th—no, it was '98, August 16th, '98.

Q. August 16th, '98?

A. Yes, sir.

Q. Who made that raid?

A. Lieut. Poppe, City Detective Kratz and another detective I don't know his name now; two officers in uniforms—Kratz and Roach were the detectives.

Q. Were you with them when they made the raid?

A. Yes, sir.

Q. Were you in the room at the time?

A. Yes, sir.

Q. Let's see if I can not refresh your recollection—don't you remember that at the time the officers went into that room, you were down stairs on the ground floor?

A. No, sir; these two detectives and Mr. France went ahead until Mr. Francis—

Q. Mr. France is the lame gentleman that was here on the stand?

A. Yes, sir.

Q. The same man that was indicted formerly and tried?

A. Until Mr. Francis opened the door, then Lieut. Poppe and his two officers in uniform and myself started up.

Q. Started where?

A. Up to this room?

Q. How did you start up?
A. By the elevator.
Q. Did you see him open the door?
A. I saw him burst in the inner door?
Q. You saw who burst in?
A. Lieut. Poppe.
Q. Who did you arrest there?
A. Lieut. Poppe—arrested—
Q. Who did you see there?
A. Henry Myer, R. B. Spencer, and I think John Bickel was the other man. I am not very sure.
Q. Was that all the persons that were in the room?
A. Yes, in the inner room; Mr. Francis was there under arrest.
Q. He was in a different room?
A. He was just coming out.
Q. Did you see Mr. Francis doing anything?
A. He was under arrest when I reached the floor.
Q. When you saw him he was under arrest?
A. Yes, sir.
Q. You saw him doing nothing unlawful?
A. No, sir.
Q. Did you see Mr. Myers doing anything unlawful?
A. No, sir.
Q. Did you see Spencer doing anything unlawful?
A. No, sir.
Q. Mr. Bickel doing anything unlawful?
A. No, sir.
Q. When was the next time that you were in that room?
A. Never?
Q. Never after that?
A. No, sir.
Q. Have you any personal acquaintance with this man?
A. Very little.
Q. You never met him except on that occasion, did you?
A. Yes, sir.
Q. Speak to him?
A. Yes, sir.
Q. When?
A. Once when he was down to headquarters, or when he accompanied Officer Kinkead to see Col. Deitsch.
Q. When was that?
A. That was some months after this raid?
Q. How long after?
A. I don't recollect the date of that instance.

Q. Who was the officer with you then?

A. Officer Kinkead.

Q. You didn't see anything unlawful upon his person?

A. No, sir.

Q. Anything taken from him?

A. No, sir.

Q. Did you have any warrant for his arrest?

A. He was not arrested.

Q. Well, did you have any warrant to take him down to the chief of police's office?

A. He was not obliged to go other than he was requested to go and he agreed to go.

Q. Requested by you and the other officer to go and he went freely?

A. Not by myself; I had no such authority.

Q. Then you saw nothing unlawful at that time?

A. No, sir.

Q. Now, then, did you see him on any other occasion than that?

A. I have traced Mr. Francis a good deal on these trips to the Western Union Telegraph Office.

Q. That is, you have seen Mr. Francis go into the Western Union Telegraph Office?

A. With great regularity.

Q. With great regularity?

A. Yes, sir.

Q. There are a great many people that go in there with regularity isn't there?

A. I suppose so; I didn't notice them.

Q. Well, did you see what he did in the Western Union?

A. Yes, sir.

Q. What did he do?

A. He turned over a paper.

Q. He turned over a paper?

A. Yes, sir.

Q. Do you know what was in that paper?

A. No, sir.

Q. Did you ever see him turn over any paper?

A. Yes, sir.

Q. How often?

A. A good many times.

Q. Well, how often?

A. I kept a record of these observations.

Q. Where is that record?

A. I didn't count them up. In my books.

Q. When he came with you to headquarters did you search him?

A. No, sir.

Q. Did anybody else search him?

A. Yes, sir, Officer Kinkead searched him.

Q. At whose request was that?

A. That was at Col. Deitsch's direction.

Q. Was that on one of these trips that he was going down to the telegraph office?

A. Yes, sir.

Q. You arrested him then before he got to the telegraph office, or stopped him?

A. Officer Kinkead did.

Q. Did you witness the search of his person?

A. Yes, sir.

Q. Was it a thorough search?

A. No, sir, I regarded it as very superficial.

Q. Did you suggest anything to be done?

A. I think I did.

Q. Don't you know the gentlemen offered to be stripped entirely so that you might search?

A. Yes, sir.

Q. They didn't strip him, did they?

A. They didn't search him very much.

Q. You say that Mr. Price is one of your agents?

A. Yes, sir.

Q. Who is he employed by?

A. Myself.

Q. How much a day do you give him?

A. The pay was not definitely fixed, or either agreed upon or acted upon.

Q. Did you pay him any money?

A. Yes, sir.

Q. How much?

A. According to his services and according to the amount in the treasury.

Q. How much did you pay him, I asked?

A. It ranged from 50 cents to $2.

Q. Is that all you paid him?

A. Yes, sir.

Q. The sum total?

A. Yes, for his services.

Q. Did you promise him anything else?

A. No, sir.

Q. Did you promise to get him a situation?

A. No, sir. He was without a situation when I engaged him, and I all the time encouraged him to get a better position if he could.

Q. The service that he was to render was to endeavor to procure a play, was it, in one of the policy shops?

A. No, sir, that was part of his service.

Q. Who furnished him with the money to procure this play?

A. He served several months; he did very little in the policy compared with other services.

Q. Who gave him the money to make the play?

A. He received all his expenses from me. Whatever money he got.

Q. You say that some of these papers were printed over in Covington—these alleged drawings?

A. Yes, sir.

Q. Did you see one printed there?

A. No, sir, but repeatedly saw them brought from there.

Q. Did you ever see one printed there?

A. No, sir.

Q. Well, when was the last time that you saw one brought from there?

A. I don't think I seen the carrier bring them since Mr. Frazier was in the habit of bringing them.

Q. I asked you when was the last time?

A. I traced him over the Covington Bridge repeatedly.

Q. When was the last time you saw one brought from there. I asked you?

A. Last summer.

Q. What time last summer?

A. I don't recollect the date, but certainly—

Q. Then who was the man that brought them from there?

A. Mr. Frazier was one.

Q. Where is this place please?

A. Mr. Kyle's printing office.

Q. What is the name?

A. Kyle.

Q. Did you see Mr. Frazier when he went in?

A. Into the printing office?

Q. Yes.

A. No, sir, I only saw them brought over the bridge by him.

Q. You didn't see him when he came out did you?

A. No, sir.

Q. Well, then, how do you know that he got them in there?

A. I didn't say that he got them in there from my own personal observation.

Q. Didn't you a moment ago say that the last time was last summer, that you got one off of Frazier and that it came from the printing office of Mr. Kyle?

A. I said it was brought over the bridge then. I saw them brought over the bridge, that is all I can say from personal observation.

Q. When was the last one that you saw that was printed in Kyle's office?

A. This that he had on him when the officer took him. He himself said they were printed there, and had Kyle's cards.

Q. Is that the only way you know it?

A. Yes, sir.

Mr. Shay: I ask to have what Mr. Frazier said to him stricken out.

The Court: Who is Mr. Frazier?

Mr. Shay: I don't know him.

The Witness: He is the messenger.

The Court: Do you claim that he is a party to the conspiracy which is charged?

Mr. McPherson: All we know—we only claim this much, that he carried printed slips from this place to Mr. Reilley's place of business; that is part of the operation of this conspiracy.

The Court (to the stenographer): Make a minute of his answer then.

Q. It is a matter of fact, if I understand you correctly, Mr. Pelton, you don't know of your own knowledge that ever at any time any print of a drawing or alleged drawing of lottery or policy was made at the office of Mr. Kyle in Covington?

A. No, I don't know that of my own personal knowledge.

Q. Then the answers that you made this morning that Mr. Francis brought reports of alleged drawings to be telegraphed by the telegraph company, is a matter of surmise on your part?

A. Yes, sir; that must be proved by somebody else.

By Mr. McPherson:

Q. Describe this man Myers that you speak of—his personal appearance—that was in this room?

A. Henry Myers is a man of good, erect form, rather fleshy, very nice dresser, smooth face, a man in the neighborhood of 40.

Q. Did you ever see him with a mustache?

A. Well, perhaps so.

Q. What color would be his mustache if he wore one?

A. His hair was dark brown, inclined to be thin on top, his hair.

Q. Do you remember the color of his eyes.

A. Rather light than dark, I do not know the color.

Q. His place of business is where?

A. 113 E. Third street.

Q. What is his business other than the policy business?

A. I don't know.

Q. What other business does he pretend to have, if you know?

A. I am not aware that he has any.

Q. Mr. Shay asked you, if you seen any of the parties in Reilley's room at the time of the arrest, or raid, doing anything, to which you replied, not at that instant; please state what was the evidence you found there of doing anything?

Above question objected to.

A. We found a large amount of these policy books in the drawers on the first occasion, that plainly indicated headquarters—

Above answer objected to.

Q. Don't state your conclusions from any observations as to what things meant or appeared to mean—state what you saw?

A. On the second occasion we found a large amount of supplies and stationery for supplying various shops.

The Court: State what the stationery was—if it had printed matter upon it, what it was?

A. It was stationery of a yellow color, but thin, fine, strong paper, with carbonized sheets and strips of tin with which every policy shop is furnished from headquarters; I have often seen them carried by the carriers to these various shops and often captured them. By the use of the carbonized sheets they make two copies of these reports of individual bets, one of which is retained in the shop, one of which is sent—or two of which, I believe, are sent to headquarters. These supplies were there, a stack of them that high (indicating). A call came on this telephone while the officers were present and almost an instant Mr. Edgar jumped up and rang quite an alarm, I would call it, of the instrument.

Q. Did he go to the instrument?

A. Yes, sir.

Q. Did he speak through it or anything that way?

A. No, sir; I understood it as shutting off communication.

Q. Just state what you saw there—was anything else found there, attracting your attention to the official drawing?

Above question objected to.

A. No, sir; the official prints did not come to this place.
Q. When did you find the official prints there?
A. We did not find them in this headquarters.
Q. In Reilley's?
A. I found them in Reilley's shop but not in the headquarters room where the canvassing goes on. There is a slip there.
Q. What were upon those official prints to indicate the lottery they represented?
Above question objected to and sustained.
Q. What was on the official prints?
Above question objected to.
At this point the witness leaves the stand for a few moments.
As to the question whether or not Reilley was arrested and convicted, which was objected to in the foregoing testimony, the court sustains the objection.

By Mr. McPherson:

Q. I will ask you, Mr. Pelton, to state what chance or what is the percentage of the chances to win in this policy game?
The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.
A. The numbers invariably being selected from 1 to 78, and 12 of them exposed on the official print, as the winning numbers in the forenoon, and 13 in the afternoon, and the endeavor of the patron to guess three or more of those numbers, you discover at once the element of chance.
Q. What is the percentage?
The Court: I think that will speak for itself when you have the fact as to how the lottery was conducted.
Witness is withdrawn at this point for a few moments.

Lieut. Poppy, being called by the plaintiff and sworn, testifies as follows:

By Mr. McPherson:

Q. At the noon hour you were requested to make an effort to find the official prints that were taken from Reilley's place of business on the different raids made by the police department. Have you made an investigation of the police office?

A. I have, yes, sir.
Q. Are they to be found?
A. No, sir.
Q. What has become of them?
A. They have been destroyed.

Cross-examination:

By Mr. Shay:

Q. Who has charge of that department?
A. The clerk of the police department.
Q. You haven't any charge of it?
A. No, sir.
Q. You didn't destroy them?
A. No, sir.
Q. You didn't see them destroyed?
A. I did not.
Q. You didn't know only what they told you?
A. Only what the records show for it.

Mr. Pelton resumes the stand and is further examined as follows:

By Mr. McPherson:

Q. You may state what was on those official prints?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

Q. State, Mr. Pelton?

A. The official print of the Kentucky lottery, has, at the top 'K' & class number.

Q. Go on with your description.

A. 'K' with the serial number, then follows forenoon drawing, 12 numbers which come out irregular, for instance, 3-1-6-19, between 1 and 78, purporting to be a drawing immediately under these are the same figures exactly in numerical order, and it is with the use of the second series of these same figures that the bidder discovers whether he has won anything he compares his three numbers with that list.

Under this is 'H' with the serial number, which is different from the 'K' and a similar pair of rows of numbers, on the same principal; first irregular, then in numerical order.

Q. What does the 'H' mean?

A. We understand it is referring to the old Henry lottery of Kentucky. Beneath this is 'F' with the serial number and they exist in irregular order, 12 numbers in the forenoon and 13 in the afternoon, and regular numerical order of the same numbers beneath that.

Q. That 'F' stands for what?

A. Frankfort.

Q. These three lotteries are all conducted by the same people?

A. Yes, sir.

Q. You say you have an exact copy of one of those official drawings with you?

A. Yes, sir; I have a facsimile.

Q. These are copies of the official prints—

A. Of the Kentucky system.

The Court: This is a copy of a paper issued by whom?

A. The people who run the Kentucky H and F lottery.

McPherson: Which we claim is operated at 64 St. Paul Building.

To the introduction of said papers counsel for the defendants object; the court receives the papers in evidence for the purpose of illustrating what the witness means by an official print; to which ruling of the court in admitting said papers, counsel for the defendant at the time excepted.

Said papers are received in evidence and marked Exhibit No. 2 and Exhibit No. 3.

By Mr. Shay:

Q. You say that the Kentucky Lottery, the Henry Lottery and Frankfort Lottery are controlled by the same people?

A. I would not make so full a statement as that. All we know about it is K, H and F—

Q. Do you know of your own knowledge who controls those lotteries?

A. I know of a good number of parties that operate them.

Q. Well, did you ever see them in operation—did you ever talk with any of these people.

A. Yes, sir.

Q. Who?

A. Oh, I have talked with a good number of these policy lottery men.

Q. Name one of them?

A. I have talked with Mr. Reilley.

Q. Well, anybody else?

A. Yes, Hood Irwin.

Q. Were they operators of it or employes or what?
A. They have been operators of it to my knowledge.
Q. Did they tell you they were?
A. They admitted they were.
Q. They admitted they were to you?
A. Yes, sir.
Q. Now, the Kentucky lottery, did you ever see the owner of that?
A. I don't claim to know the owner.
Q. How?
A. I am talking about operators, not owners.
Q. You don't know anything about owners then?
A. I would not assume to—
Q. Do you know of your own knowledge that there is such a thing as a drawing?
A. We call this a drawing.
Q. Do you know of your own knowledge that there is such a thing as a drawing of numbers?
A. I know what is called a drawing.
Q. Did you ever see any drawing?
A. No, sir.
Q. Do you know of your own knowledge there is a drawing?
A. From the result, I think I do.
Q. Can you answer my question? Do you know of your own knowledge there is a drawing of this alleged lottery?
A. Referring to the system of—
Q. Do you know of your own knowledge whether or not there is a drawing of this alleged lottery?
A. I want to know what you mean by drawing.
Q. Mr. France described it this morning. Do you remember his testimony?
A. No, sir.
Q. There were 78 numbers put in the wheel, out of that 78 numbers there was 12 numbers drawn, in the morning 12, and in the afternoon 13; now, do you know of your own knowledge that there is any such a drawing as that takes place of these numbers?
A. I never saw one.
Q. You don't know whether there is or not, do you?
A. No, sir; not of that kind.

Charles E. Page, being called by the government and sworn, testifies as follows:

By Mr. Bundy:

Q. Mr. Page, your name is Charles E. Page, I believe?

A. Yes, sir.

Q. Where do you reside?

A. I reside at Norwood.

Q. What is your business or occupation?

A. I am manager of the Western Union Telegraph Company at Cincinnati.

Q. How long have you held that position?

A. 17 years.

Q. Continuously?

A. Yes, sir.

Q. During the months of September and October and previous to that of '99 did you have any business with this defendant, John Francis, who sits to the left of his counsel, Mr. Shay?

A. I don't recognize Mr. Francis, I don't remember of ever seeing the gentleman before.

Q. Did you ever know him under the name of Prior?

A. I never knew him under any name; I never saw him, if that is the gentleman next to Mr. Shay; I never met him before to my knowledge.

Q. What, if any, messages did you ever carry or send through the office of the Western Union Telegraph Company from Cincinnati, with reference to the policy or lottery business?

The above question is objected to and sustained.

Q. I mean within the particular periods that I have mentioned, September and October, and a few months preceding that in '98?

Above question objected to.

Q. Mr. Page, have you any agreement or contract of any kind, as representing the Western Union Telegraph Company with any one claiming to be connected with the Kentucky Lottery?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. We have no such agreement.

Q. Do you know of a firm that runs under the designation of William C. Francis, Jr. & Co.?

A. Only by hearsay.

Q. Does that firm do business with the Western Union Telegraph Company?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. I think they do. It would probably be well for me

to state that as manager of the Cincinnati office, I never come in contact with customers in the filing of their messages. I never see them unless I go through the files for the purpose of finding out a matter of that kind.

Q. Do you know what the nature or character of the messages generally sent through the Western Union office of this city by W. C. Francis, Jr., & Co. may be?

A. Only by hearsay.

Mr. Shay: I object.

Q. What do you mean by hearsay?

A. I mean I have no actual knowledge myself by any arrangement I have with such a concern, or by actually receiving and handling their messages, or having anything to do with it.

Q. Have you ever seen any of their messages or have they been subject to your inspection?

A. I can not recall that any of them ever were.

Q. What knowledge have you with reference to the payment of their bills?

A. Well, I have no knowledge whatsoever; it don't come within my jurisdiction unless it is to authorize an account or something of that kind; that is attended to by subordinates in the office.

Q. Did you ever authorize an account to be kept with this firm?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. I never authorized an account with a firm such as you name to my knowledge. I don't think they have an account with our company.

Q. Through whose hands in a managing capacity do these telegrams pass and to whose inspection are they subjected?

A. Our telegrams are gathered in to our main office and 52 branches that we maintain in Cincinnati, a portion of them are brought in by messenger calls from call boxes that are in the houses of the customers; such messages are brought in by messenger boys and filed either at our main office counter with our receivers or else at our branch offices with our branch office operators. The receiver checks the messages, that is either paid or collect, as the case may be, puts on the time and they are sent up the tube to the operating department. From there they are distributed to the proper wire or table, transmitted and gathered up every half hour and go to the—what we call the examiner, who examines the messages to see that

they have been transmitted and places them in a case, they remain there until the next morning when they are taken to the bookkeeping department where they are sorted and packed and filed away. Unless it is necessary for any one of these messengers to be referred to me for any particular cause of investigation or inquiry, I never see them.

Q. How long are the original drafts of these messages kept in your office?

A. Under the rules of the company they are destroyed every six months, or as soon thereafter as the accounts have been properly audited.

Q. How many branch offices to which you have referred are in the vicinity of the St. Paul Building on Fourth street, between Main & Walnut, this city?

A. We have a branch at the southwest corner of Third and Walnut streets, we have one in the Gibson House office, in the Gibson Hotel—Gibson House, and one in the Dennison House.

Q. The original drafts of messages from all these branch offices are collected and delivered to the main office and go into the bookkeeping department for filing, do they not?

A. Yes, sir; daily.

Q. Who has charge of the bookkeeping department?

A. The chief bookkeeper.

Q. What is his name?

A. F. L. Hoff.

Q. And who is receiving clerk at the main office at about noon each day, and who held that place in October last year?

A. Well, we have three day receivers; I am not quite sure now which one is there at noon. They have their lunch hours; there is Mr. C. H. Woellner, H. Krombeck and Miss Madden.

Q. Do you know which one of these three receiving clerks is on duty about 5 o'clock each afternoon?

A. I think that Miss Madden is on duty at 5, and Mr. Crombeck. It is my recollection now that Mr. Crombeck goes off at 5 o'clock, and is relieved by Mr. W. F. McClure.

Q. Will you tell us, please, whether or not telegrams are often sent by business men and others in cipher?

A. Yes, it is a common practice.

Q. What is the rules to lottery and policy men in sending their dispatches?

A. Well, I can not say; I frankly don't know that I ever saw what you call a policy message in the world.

Q. Do you know whether or not they are in cipher?

A. I do not. I pay no attention, as I have stated before, to any messages that come over the counter or picked up.

Q. Do you know whether or not such messages are sent at all by the Western Union Telegraph Company?

A. Lottery messages?

Q. Yes, sir?

A. I think they are.

Q. Don't you know they are?

Above question objected to.

A. I think I did answer that. I have no personal knowledge of these messages at all. I don't ever remember of seeing one or handling any.

No cross-examination.

Agnes Madden, being called by the government and sworn, testifies as follows:

By Mr. Bundy:

Q. Miss Madden, what are your full initials?

A. Agnes A.

Q. Where are you employed?

A. By the Western Union Telegraph Company.

Q. How long have you been employed there?

A. Since last August.

Q. What position do you hold?

A. Receiver.

Q. What are your duties as receiver?

A. To accept messages and check them and send them up stairs.

Q. During what hours are you on duty?

A. From 9 until 7.

Q. What time you get away for your noon lunch?

A. From 12 until 1.

Q. In what office are you employed?

A. In the manager's office.

Q. Where is that located?

A. On the ground floor, northwest corner of Fourth and Vine.

Q. In Cincinnati?

A. Yes, sir.

Q. Are you acquainted with, or do you recollect having seen this gentleman?

A. Yes, sir.

Q. In the telegraph office?

A. Yes, sir.

Q. About how often?

A. Well, sometimes twice a day, sometimes once. I don't think I have seen him there any more.

Q. Well, identify in this court room the gentleman that comes into the office of the Western Union Telegraph Company.

A. That gentleman over there.

Q. Sitting at the left of the counsel?

A. Yes, sir.

Q. When did you first notice him coming into the office?

A. Why, I don't know, I just noticed him coming in there the same as anybody comes in very often—I get to know them by sight.

Q. Well, as long ago as the last of September or October?

A. I could not say.

Q. How long after you became clerk in the office was it before you first began to notice him?

A. Well, I don't know, either.

Q. Does he still come in there?

Above question objected to and sustained.

Q. Well, can you relate a little more definitely, Miss Madden—try and refresh your recollection about what time with reference to the date that you were employed by the Western Union Telegraph Company you came to know this gentleman Francis by sight?

A. I don't think I could do that. I just got to know him by coming in there very often. I don't know when I got to know him by sight.

By the Court:

Q. When did you go there?

A. In August.

Q. How long after that?

A. Well, I don't know; I know him whenever I see him, that is all, but I know when I got to noticing him coming in.

Q. What hours of the day did he come into the office?

A. Why sometimes he comes in around 12 o'clock and sometimes in the evening.

Q. About what hour in the evening or afternoon?

A. About 5.

Q. What sort of messages did he leave?

A I never accepted any messages from him or I never saw him leave any.

Q. Who did accept messages from him?

A. I never saw anyone accept messages from him.

Q. What did he do with the messages that he brought there?

A. I never saw him bring any there.

Q. Who does he talk to when he goes in there?

A. I never saw him talk to anybody; he comes in there; I have never seen him speak to anybody.

Q. What does he do when he comes into the office of the Western Union Telegraph Company?

A. He walks in there sometimes and walks out, and sometimes he writes out on a blank.

Q. What does he write down on a blank?

A. I don't know; I have never seen him give it in there whatever he writes down.

Q. Did you ever see him speaking to Mr. Hoff?

A. No, sir.

Q. How long does he stay in the office when he comes there?

A. Sometimes only a few minutes, and sometimes about five.

Q. Now, isn't it a fact, that ever since you have been in that business he has been coming in, regular as you say, sometimes one a day, and sometimes twice a day, at hours of about 12 o'clock or about 5 o'clock, and that he leaves one or more messages to be sent through that office?

A. I have never seen him leave any messages and I never accepted any.

Q. I am not asking that question, Miss Madden.

A. Well—

Q. I am not asking—I understand the rules of the Western Union Telegraph Co., and I am not asking you to produce any telegrams, but I am asking you if it is not a fact that during about the hour of noon or at 5 o'clock, the defendant, this man Francis, comes into the Western Union Office and leaves a message to be sent over the wires—I am not asking whether you accepted it, or whether you know what is in it. Isn't that a fact?

Above question objected to.

A. No, I don't think it is a fact, because I am the only one there when he comes in around 12 o'clock to receive messages, and I never received any.

Q. What does he come in there for?

A. Well, I could not say, I don't know.

Q. When you say you have never received any, what do you mean by the word "receive"?

A. I mean he has never given me any messages to be sent.

Q. Well, has he given you any piece of paper at all?
A. No, sir.
Q. Does he ever speak to you?
A. No, sir.
Q. Does he ever speak to anybody else?
A. Well, I have seen him say, how do you do to some of the employes of the office, and I have never seen him say anything else.
Q. Who are some of the employes that he has been talking to?
A. He has spoken to the solicitor, Mr. Woellner.
Q. What was Woellner's duties?
A. Mr. Woellner is a solicitor.
Q. What are the duties of a solicitor?
A. Why, he solicits trade for the company.
Q. Anybody else you have seen him talking to?
A. No, I don't know that there is.
Q. Did you ever know him to send these telegrams or papers of any kind up stairs?
A. No, sir.

H. T. Harrison, being called by the government, and sworn, testifies as follows:

By Mr. McPherson:

Q. Where do you reside, Mr. Harrison?
A. 741 Second Avenue, Dayton, Kentucky.
Q. What is your business?
A. I am at present employed as assistant to Mr. Pelton in this League Reform.
Q. How long have you been employed as assistant?
A. About 18 months.
Q. Do you know John Edgar?
A. Yes, sir; by sight.
Q. Do you know Anthony Hoff?
A. I know him when I see him.
Q. Do you know Charles W. Reilley?
A. Yes, sir.
Q. And do you know John Francis?
A. I know that John Francis; I always thought his name was Prior, but I know the gentleman to whom you allude.
Q. Does he go by that name in this city—by John Francis?
A. That is what I have always understood. I never spoke to the gentleman.
Q. Do you know what John Edgar does?

A. Yes, sir.

Q. What?

A. He is collector for a policy lottery.

Q. Did you ever follow him and watch him and know who he collects for, where he goes and what he does?

A. Yes, sir.

Q. When?

A. Well, on manifold occasions; I could not tell you on how many occasions.

Q. Prior to October, '99?

A. Yes, sir.

Q. Along about that time?

A. Yes, sir. At various times for more than a year last past—I have seen him different times.

Q. Where does he live, if you know?

A. Well, according to the best of my knowledge, he lives on Orchard Street, above 11th, in Newport.

Q. Kentucky?

A. Yes, sir.

Q. Where is Anthony Hoff's place of business?

A. Anthony Hoff occupies a barber shop on Saratoga Street, in Newport, between 5th and 6th.

Q. Does he do anything else but keep a barber shop?

A. I could not tell you what else he does; that is his ostensible business there. He receives policy plays once in a while, I suppose.

Q. What do you know about him receiving policy plays?

A. Well, I left one or two or three there with him.

Q. Do you mean you played policy there with him?

Above question objected to.

Q. You say you left one or two there with him; what do you mean, Mr. Harrison, by that?

A. I left one or two or three plays at Anthony Hoff's barber shop with him on the 2nd, 3rd and 4th of October.

Q. Of what year?

A. Last year.

Q. Second, third and fourth. Now, did you watch or observe anyone come to his house on the second?

A. Yes, sir. I noticed that Mr. Edgar, John Edgar, came there regular a week or so prior to that; that was the reason I left the plays there.

Q. You noticed that he came there?

A. Yes, sir.

Q. Where would John Edgar go after he would go there?

A. Go across the bridge, over into Cincinnati.

Q. Did you follow him over at any time?

A. Yes, sir.

Q. Where would he go when he would go to Cincinnati?

A. Well—

Q. I want you to describe his route, wherever he went particularly—where he went when he came there.

A. He went finally—

Q. Not finally—where did he go first after he came across the river?

A. The first time his general route was to go to Third and John streets, where he remained for—

Q. What did he do at Third and John?

A. On one occasion I noticed that he collected lottery plays there on the side walk and in the house.

Q. Who of?

A. Different parties—negroes and people.

Q. Where did he go from there?

A. Well, when he left there I have noticed that he goes to Rapoles' and from there to Reilley's.

Q. Who is Rapoles?

A. He keeps a policy shop in a saloon on Pearl street.

Q. Pearl street where?

A. This city.

Q. The city of Cincinnati?

A. Yes, sir.

Q. From Rapoles' he would go where?

A. Reilley's.

Q. What time would he reach Reilley's?

A. At about 11:40 and 4:40, with the exception of a variation of about 5 or 6 minutes—that is the time to get to Reilley's.

Q. Would he make that trip regularly, twice a day?

A. Yes, sir. Take the morning trip he would get there about 11:40.

Q. He would get there about 11:40, what would he do then?

A. Well, he would remain there?

Q. How long would he remain at Reilley's?

A. He would remain—well, as a usual thing, he would remain there until 1 o'clock sometimes.

At this point court adjourned till Tuesday morning, 9 o'c.

E. W. Everett, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. What is your business, Mr. Everett?
A. I am a collector.
Q. Collector for whom?
A. Thomas Emery & Sons.
Q. Do you collect for the St. Paul Building?
A. Yes, sir.
Q. I will ask you in whose name Room 64, in the St. Paul Building, is rented?
A. W. C. Francis, Jr. & Co.
Q. Did you ever receive the rent from anyone who occupied that room?
A. I did.
Q. I wish you would state if that is the gentleman that you received the rent from?
Above question objected to.
Q. Well, do you know his name—do you know the name of the gentleman who paid you?
A. I always supposed it was Francis.
Q. Was this the man—the gentleman that paid you?
A. No, sir.
Q. Did he ever pay you?
A. Not to my knowledge.
Q. Describe the gentleman that paid you?
The above question is objected to by counsel for the defendants, the court overruled the objection, to which ruling of the court counsel for the defendants at the time excepted.
A. Oh, he was about 5 feet 11, pretty good build, black mustache; he seemed to be an athletic sort of fellow, as near as I can describe him.
Q. How many times did he ever pay you?
A. Can I look at some papers?
Q. Yes, to refresh your memory. I do not care for you to be accurate, just approximate, Mr. Everett?
A. I took it about 8 times last year, and I collected it once so far as this year.
Q. Did the same man pay it each time?
A. He paid up until February second, when some other man paid it.
Q. Of this year?
A. Yes, sir.
Q. Do you know the name of the gentleman that paid it to you?
A. No, sir, I do not.

Q. How was it paid by check or the money?

A. By money always.

Q. Did you ever see that gentleman in Room 64?

A. No, sir.

Counsel for the defendants moved the court to rule out the testimony of the above witness.

The Court: I am unable to say what testimony will follow to make this relevant, and the motion at this point will be overruled.

Counsel for the defendants except to the above ruling of the court.

H. T. Harrison resumes the stand and is further examined as follows:

By Mr. McPherson:

Q. You were proceeding to describe your observation as to what Mr. Edgar did, going and coming from Covington to Mr. Reilley's; you have described how you traced him to Mr. Reilley's in the forenoon. The last question was, how long did he remain at Reilley's. State if you know where, if any place he went, when he left Mr. Reilley's from this forenoon arrival.

A. Invariably on Sixth Street to the west as far as Elm—Plum Street, into Holcomb's policy shop.

Q. Go on.

A. From thence he was generally accompanied by Star—James Star.

The Court: Of whom are you speaking?

A. Edgar.

By Mr. McPherson:

Q. Who is Jim Star?

A. Well, he is another policy gatherer for headquarters.

Q. Proceed.

A. I don't know, you might term it runners or agents, I don't know; then from there they would go to the Gold Bar on Central Avenue and Longworth in the basement.

Q. What kind of place is that?

A. Well, that is a policy shop according—I went to my own knowledge, I won't say that is a policy shop, but it is reputed to be such.

Q. Well, from there where would he go?

A. They were simply distributing prints to the different various places, and I did not follow Mr. Edgar any further than that.

Q. What kind of prints?

A. Prints of the official returns of each drawing, printed on a slip of paper with the numbers on so that the winners may see or players may see whether they won or lost.

Q. Well, that is in the morning; when did you next see Mr. Reilley again that day, if at all?

A. Mr. Reilley?

Q. Mr. Edgar?

A. Which day?

Q. The same day.

A. Well, which day do you allude to?

Q. We are speaking now of your observation of Mr. Edgar for a long time prior—

A. My former answer alluded to the general business and particularly at the time of this arrest.

The Court: In speaking of his movements, are you speaking of the same occasion now, at or about the time of the arrest?

A. Yes, sir.

Q. Or some other time?

A. I am speaking of the general movement of Mr. Edgar and the general business of the agents, but particularly in regard to these from the first to the sixth of October.

Q. Please state, what if anything, was done by you at Mr. Hoff's place of business upon the second, third and fourth of October, '99?

A. Well, I went in to get a shave there and I left a play in policy with Mr. Hoff, to be sent across the river, I went across the river—

The Court: Turn to the jury and lift your voice, so that every man on the jury can hear you.

A. It was on the 2nd of October; Mr. Hoff received my play in the usual manner of policy men.

Upon motion of counsel for the defendants, the court strikes out what the witness said about "the usual manner of policy men."

Q. On the second day of October, take that day?

A. Well, he received my play and I was shaved there and that was about all that was done.

Q. What was done?

A. Well, that was done, and I left the place.

The Court: Describe what you did and what he did?

A. I made out a ticket in duplicate, containing so many numbers with the amount of money that I chose to put on each ticket; I left one of them with Mr. Hoff and retained the other, and after leaving that with Mr. Hoff I left the barber shop and watched the place until Mr.

Edgar came there and left, then I followed him across the river, passing over the Central bridge and along Second Street.

Q. Second street where?

A. To Third and John and Central avenue, in Cincinnati.

Q. What did he do then, if anything?

A. Well, there had been a fire there about that time—no the time—I am alluding to the time before, there had been a fire though and the men were at work there and there was a good many people there and I remained at Third and John, I suppose in the neighborhood of an hour, nearly an hour or about an hour; Mr. Edgar was frequently on the sidewalk during that time and many times in and out of the saloon, the same as upstairs from an outside stairway that runs up to the second story; he saw a great many people there and evidently—I won't say he received anything—he received things from them, I won't say they were policy plays.

Q. Go on?

A. He remained there until about 11 o'clock or nearly so, and from there he went to Rapoles and from there to Mr. Reilley's headquarters, to the policy shop on Sixth street.

Q. Who is Rapoles?

A. Rapoles is a man that keeps a saloon, and there is one Rapole, Phil, the young one, I think he writes policy there; I know I have seen evidence of it enough to convince me that—

Above answer objected to.

Q. About what time in the day on the second day of October did Mr. Edgar reach Reilley's place of business on Sixth street?

A. Well, he reached there at about 11-37 or 40—11-37, I think, on the 2nd, was my time on him there.

Q. How long, if you know, did he remain there?

A. Well, I could not say positively; in the neighborhood of one o'clock, it might vary five minutes.

Q. Where did he go when he left there on the 2d day of Oct., '99?

A. Well, I before answered that question. He went with Star west on Sixth street as far as Plum and down to Longworth and Central Avenue, where I left him.

Q. When, if at any time, did you receive word whether the play you made was successful or not?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. I received word from Mr. Hoff the next day.

Q. Go on?

A. That was the answer.

Q. Well, word was received by Mr. Hoff—from Mr. Hoff—

A. He exhibited the prints.

Q. What prints?

A. Said to have been received from headquarters.

Q. What prints?

A. The official drawings—the numbers printed on a small piece of paper about that long (indicating), which we understand to be the prints of the official drawing of winning numbers the drawn numbers, in fact.

Q. Did you say that you preserved a copy of the numbers played that Tuesday?

A. Yes, sir.

Q. Where is that?

A. No, sir; I didn't preserve a copy; I preserved the numbers but not the original copy.

Q. What has become of that paper upon which the numbers were preserved?

A. I have it.

Q. Can you produce it?

A. Yes, sir.

By Mr. Shay: When did you make that?

A. The second of October.

Q. Upon the same day—at the same time?

A. This is the second day—of October, that I have been testifying about all the time.

The Court: Is this the one you made at Hoff's?

A. Yes, sir.

Q. The one you retained?

A. Yes, sir; no, this is not what I retained as a copy of the play, your honor; this a memorandum from it; I have not the original copy.

Q. I understand that you made it out in duplicate?

A. Yes, sir.

Q. And gave Hoff one and you retained one?

A. Yes, sir.

Q. This is not the one you retained?

A. When you lose you generally tear it up and throw it away, but I preserved these numbers, because I played these numbers the second time on the succeeding day, some of them.

Q. When did you make that memorandum, Mr. Harrison?

A. On that day.

Q. Please give to the jury the numbers that you played upon that day?

Counsel for the defendants object to the witness reading from the memorandum, the court holds that the witness may use the memorandum to refresh his recollection; to which ruling of the court, counsel for the defendants at the time excepted.

Q. Just answer the question. Give the numbers that you played upon the second day of October, if you can refresh your recollection from that memorandum?

A. Well, I will read them off if you have no objection.

Q. Mr. Harrison, you answer my question and make no other remark.

The Court: Mr. Harrison, we will make much better progress if you give close attention to the questions and answer them fully and responsively. Do not go beyond what the question calls for.

Q. Now, you may look at that paper and refresh your recollection, then tell the jury, if you can, what numbers you played that day?

A. In K, 11, 23, 35, 47, 10 cents; 9, 21, 33, 45, 10 cents in H. Now, your honor, there are three numbers here that I won't—

Q. You need not go into that?

A. There were three numbers that I played at the same time that I can not answer according to the instructions from the court, because I attempted to play it—and to tell the truth, because I attempted to play it in one book and he would not take it, and I had to put it in the other, I have got to make that explanation. Those numbers were 13-25-37, finally in F, 5 cents.

Q. You say at the end, giving figures each time, 10 cents in K, 10 in H, and 5 cents in F, what do you mean by that?

A. I mean in the Kentucky lottery; it is 10 cents for the Kentucky, 10 cents for the Henry and 10 cents for the Frankfort, or 5 cents for the Frankfort.

Q. What do you mean by, it is 10 cents?

A. That I risked 10 cents on the chance of winning so much money, if I guessed the numbers.

Q. You speak of five cents in F?

A. Well, 5 cents is a flat gig.

The Court: What do you mean by flat gig?

A. They pay 200 for one; for 5 cents, I would get, of course, $10 if I won.

The Court: Have him explain at that point so the jury may understand what is meant by flat gig?

A. Well, a gig is any three numbers that has been chosen by the player, that comes out in the official print.

Q. What is the difference between a gig and a flat gig?

A. You generally call a flat gig if you play just three numbers, and those three numbers happen to come out in the 12 drawn numbers, then it is one single gig or flat gig, but if you play 4 or 5 numbers there is more than one gig; in three numbers is a gig, four numbers are four gigs, five numbers is ten gigs.

The Court: That is you mean, that you can make combinations of three—four combinations of three, out of four numbers?

A. Yes, sir.

By Mr. McPherson: State who made out this ticket, if you know, on the second of October?

A. I made it out.

Q. What did you do with it when made out, if anything?

A. Well, I gave one-half of it to Mr. Hoff and I kept the other half.

Q. Did you give him anything else besides the ticket?

A. The money.

Q. Now, you may state what you did upon the Third of October?

A. On the third of October I played the same four-rowed numbers and omitted the flat gig.

Q. What time in the morning upon the third did you play it?

Mr. Shay: That all goes in under exception, as the indictment is laid on the 5th—the specific act.

Q. What time in the morning was the play made, Mr. Harrison?

A. On the third, I played after Mr. Edgar left, the numbers that I have before stated.

Q. What do you mean by "after Mr. Edgar left"?

A. I mean he left in the morning before 10 o'clock and I played somewhere between 11 and 12.

Q. For what drawing did you play that day?

A. I played for the same drawing that I did on the previous day, and the same numbers with the exception of the three numbered flat gig, which was omitted.

Q. Did you observe anything about, or do you know what became of these numbers played?

A. Well, they were taken across as the others were.

Q. By whom?

A. By Mr. Edgar.

Q. When?

A. In the evening.

Q. State what you observed in reference to Mr. Edgar's taking those across?

A. Well, Mr. Edgar left Mr. Hoff's about 10 minutes before two.

Q. Speak so the jury can hear you. Where did he go?

A. He went over above the same route to Third and John.

Q. Did you watch him?

A. Yes, sir.

Q. Where did he go from Third and John?

A. Well, he remained at Third and John until nearly 4 o'clock.

Q. Where did he go from there?

A. He went to Rapoles.

Q. Then from there where?

A. Reilley's.

Q. Did you watch him until he arrived at Reilley's?

A. Yes, sir.

Q. How long did he stay there?

A. He stayed there until about 6 o'clock.

Q. Where, if any place, did he go, after he left Reilley's?

A. I didn't follow him further than the Palace Hotel.

Q. Now, upon the morning of the fourth you say you played there?

A. Yes, sir.

Q. What numbers did you play that morning?

Mr. Shay: The same objection and exception.

A. I have not got a copy of them and I don't remember. I gave the copy away.

Q. You may describe your play that morning of the fourth, Mr. Harrison?

The Court: Ask him what he did and what Hoff did.

Q. What did you do and what did Mr. Hoff do upon the morning of the fourth?

A. Well, I left a play with Mr. Hoff.

The Court: Tell what you did. Don't give any conclusion.

A. Well, I played with Mr. Hoff. I made a duplicate play with Mr. Hoff on the morning of the fourth. I retained one-half and left the other with him.

Q. What do you mean when you say you made a duplicate play?

A. I made a duplicate ticket; I left one-half with Mr. Hoff and I retained the other.

Q. Explain what you mean by ticket?

A. The numbers that I think proper to play, that I choose to play, and in which lottery or policy game, I choose my numbers and put them down; when I have got my ticket made, I make a duplicate of it, and tear that in two and make two tickets and I hand the man one and keep the other.

Q. Upon that morning when you handed Mr. Hoff the play, what else, if anything, did you hand him?

A. The money.

Q. How much money?

A. Well, I don't remember because I have not got the paper.

Q. Upon what kind of paper did you make that play and the duplicate?

A. I made it on the back of an envelope.

Q. Would you recognize the duplicate or part that you kept if you would see it?

A. Yes, sir.

Q. I will show you a paper and ask you if that is it? I will ask you if that is the copy or part of the play that you retained on the morning of the fourth?

The above question is objected to by counsel for the defendants, the court overrules the objection to which ruling of the court, counsel for the defendants at the time excepted.

A. I recognize that as my handwriting and a copy of the play that I made on the morning of the fourth of October last year.

Said paper offered and read in evidence and marked Exhibit "No. 5."

Counsel for the defendants reserve exceptions to the offering and receiving of said Exhibit in evidence.

Q. Now, you may state how much money you handed to Mr. Hoff at the time you handed him the duplicate, or the other half of this envelope, upon which these same numbers were written?

A. 20 cents.

Q. What, if anything, occurred, after this play was made, by you, as you have described it?

A. Well, I left Mr. Hoff's immediately and came over the Central bridge to Cincinnati. I met two officers of the police force at the end of the bridge, corner of Second and Broadway.

Q. Who were these officers?

A. I don't know, sir, uniformed officers—I asked them—

Above question objected.

Q. Don't repeat any conversation with them. You may tell what you did.

A. Well, I identified Edgar as he came over the bridge.

Q. From where?

A. From Newport—and they arrested him.

Q. Where was he arrested at?

A. Arrested at the end of the bridge, this side, in Cincinnati.

Q. Where was he taken, if you know?

A. Taken to Hammond street station.

Q. What, if anything, was done with Edgar, when he was taken into the station—were you in there?

A. No, sir.

Q. Who, if anyone, was with you on the morning of the fourth, when this play was made, Mr. Harrison?

A. Mr. Price.

Q. What is Mr. Price's first name?

A. I think it is J. M.

Q. Where does he live?

A. J. M. or J. W., I won't be certain. He lives at 614 York Street, Newport.

Q. When you left Hoff's on the morning of the fourth, after you had made this play, where did Mr. Price go, and what did he do, if you know?

A. I never saw Mr. Price until he came to me at the time of the arrest.

Q. Where did you leave him?

A. I left him at Mr. Hoff's.

Q. And you saw him the next time when?

A. When the officers arrested Mr. Edgar.

Q. I will now ask you if you can identify or state what that paper is I hand you?

A. That is a policy play that I made with Mr. Hoff on the morning of the fourth day of October last. There has been some initials there that I do not recognize.

The Court: Which paper is it, the one that you retained or the one that he retained?

A. The one that he retained.

Said paper is offered and read in evidence, marked "Exhibit No. 6." To the offering and receiving which in evidence counsel for the defendants objected, and the court overruled the objection, to which ruling of the court counsel for the defendants at the time excepted.

Q. You may state upon what piece of paper you made this play upon the morning of the fourth?

A. I made it on one part of an envelope—on the address part of an envelope—printed envelope.

Q. How did you make it upon that printed envelope?

A. I wrote it in lead pencil.

Q. How?

A. I wrote it in duplicate and tore the envelope in two and gave Mr. Hoff one-half and retained the other.

Q. Is that the envelope which you made that play upon and which you tore in two and handed one-half to Mr. Hoff and retained the other half?

A. Yes, sir. This is the interest in the lottery and that is the evidence of it.

The Court: I do not understand you. Speak louder.

A. This is the retained copy as evidence of the play; this is the paper that I left with Mr. Hoff, being my chance of drawing or interest in the drawing if I won.

By a Juror:

Q. Which is the original and which the duplicate—I don't understand that.

A. No. 5 is the duplicate and No. 6 as I understand the stenographer is the original. This first exhibit is the evidence of the play; the second exhibit is the interest that I had in the lottery that was to be drawn that morning.

The Court:

Q. Mr. Harrison, so that the jury may understand this matter—give him those two pieces of paper—if I understand you, you made out what you call your play in duplicate, upon one piece of paper?

A. Yes, sir.

Q. A piece of an envelope?

A. Yes, sir.

Q. You tore it in two?

A. Yes, sir.

Q. Handed one piece to Hoff and kept the other?

A. Yes, sir.

Q. Are these the papers?

A. These are the papers.

Said papers were heretofore offered in evidence.

Cross-Examination.

By Mr. Shay:

Q. Where do you live, Mr. Harrison?

A. 941 Second Avenue, Dayton, Kentucky.

Q. How long have you lived there?

A. About 2 years.

Q. Are you married?

A. Yes, sir.

Q. What business are you engaged in?

A. I am in the employ of the Executive Committee of the Municipal League Reform, as Assistant to Mr. Pelton.

Q. What wages do you get?

A. Well, I get regular wages.

Q. What is it?

A. Well, unless the court compels me to answer—

The Court: Answer.

A. I get about—it is rather hard to tell; sometimes I

get more than others. Average about $10 a week I guess.

Q. For how long have you been engaged, getting $10 a week on an average?

A. Well, since the 8th day of November, '98.

Q. What is it that enables you at sometimes to get more than others?

A. By reason of expenses, and by reason of extra work sometimes, longer hours.

Q. Who employs you?

A. Mr. Pelton and sometimes Mr. Richie, but at least, Mr. Pelton, as a usual rule I look to.

Q. Are you acquainted with Mr. Edgar?

A. Only as a business proposition.

Q. You never had any speaking acquaintance with him?

A. No, sir.

Q. You never have had any talk with him?

A. No sir—Oh, excuse me, I believe there was a word or two passed between us since the arrest.

Q. But before that you never had?

A. No, sir; no, sir.

Q. You were not present when he was employed by anybody?

A. When he was employed?

Q. Yes, sir?

A. Who, Mr. Edgar?

Q. Yes.

A. No, sir.

Q. Then the matter of him being employed by the lottery people is a matter of surmise upon your part, from your observation, is that it?

A. Yes; a matter of general understanding.

Q. A matter of general understanding between you and Pelton?

A. No, sir.

Q. Who else?

A. Observation and reports of others and knowledge of policy men generally.

Q. Now then, you say that you saw Edgar on the morning of the second of October last?

A. Yes, sir.

Q. At Mr. Hoff's place?

A. Yes, sir.

Q. How long have you known Mr. Hoff?

A. Had I known Mr. Hoff?

Q. Yes?

A. I hadn't known Mr. Hoff at all hardly; I should suppose that I was led to go there, by following Edgar there.

Q. Had you known Mr. Hoff at all?
A. No, sir; about a week or two before that.
Q. What was his business?
A. Mr. Hoff's?
Q. Yes.
A. Barber.
Q. Do you go there to get shaved?
A. Yes, sir; as an excuse.
Q. How?
A. As an excuse only.
Q. You didn't want to get shaved as a matter of fact?
A. Yes, I did want to get shaved.
Q. In addition to that you wanted an excuse for entering this place?
A. Yes, sir.
Q. Did you sit down in his shop?
A. Yes, sir.
Q. How long did you remain in his shop?
A. On what occasion?
Q. Well, on any of these occasions, say for a week before this morning?
A. Oh, long enough to get shaved and make the play.
Q. You say make a play?
A. Make my ticket out, give it to him and give him the money.
Q. You say make your ticket?
A. Yes, sir.
Q. That was your individual property, was it?
A. Yes, sir.
Q. These tickets that you made were the evidence of the numbers that you had selected to win your bet, in the event that they came out in the drawing, were they?
A. The one I kept was the evidence of what I expected to win, and the one I gave him was the interest supposed to be in this lottery, as I understand it.
Q. That was the thing that you had written out, to determine, if those numbers came out, what you were going to win on those numbers?
A. Yes, sir; I could save the other half as evidence that I was entitled to it.
Q. I won't argue the question?
A. Well, I was answering the question.
Q. On that morning of the second of October, what time did you go there?
A. On the 7th of October?
Q. The second?
A. Well, I got there on the second of October about—it was scarcely 9 o'clock.

Q. How long did you remain there?
A. I don't think 5 minutes.
Q. Did you get shaved that morning?
A. No, sir.
Q. Did anybody go with you?
A. Yes, sir.
Q. Who?
A. Mr. Price.
Q. Where was Mr. Pelton?
A. I don't know, sir.
Q. Where did you go then?
A. I waited on the outside in veiw of Mr. Hoff's.
Q. Whereabouts did you wait?
A. I was down at the corner of Fifth street and Saratoga.
Q. How far was that away from Hoff's place?
A. A half block.
Q. Did anybody go into Mr. Hoff's place?
A. Mr. Edgar.
Q. Was that the only man that went in?
A. The only one that I remember, sir.
Q. How long did you stay there watching?
A. Perhaps 40 minutes.
Q. Perhaps 40 minutes?
A. About.
Q. During that 40 minutes you say there was not a soul entered that shop except Edgar and yourself?
A. I don't think so.
Q. When did you come back?
A. When did I come back?
Q. Yes?
A. To where?
Q. To Hoff's place?
A. The next day.
Q. What time the next day?
A. About 11 o'clock.
Q. What did you do then?
A. I made a play as before stated.
Q. What did you say?
A. What did I say?
Q. What did you say to Mr. Hoff?
A. I don't understand that remark.
Q. What did you say to Mr. Hoff?
A. Oh, I demanded, of course—I didn't demand, I requested to see the drawings which were shown to me on the previous day; I looked over them, saw I didn't win, and replaced it.
Q. I didn't ask you for that. I asked you what did you say to Mr. Hoff?

Mr. McPherson: That is what he is answering.

Q. I am asking what he said?

A. I don't remember that I said anything more than that.

Q. At the time then, did you make a play that morning?

A. I left a play; yes, sir; after I looked over the other play, I left the same play.

Q. What did you say when you made that play?

A. I said that I would not play the flat gig, and I tried to play it in the C. P., and he would not have it—and they would not take it, and I played it—and I omitted a play and come on the second day: the first day I put it in the Frankfort.

Q. You omitted to play?

A. On the second day; yes, sir.

Q. Didn't you swear to the jury on the morning of the third that you made a play, also you made a play in the afternoon?

A. No, sir.

Q. When did you make your next play then?

A. Next to what?

Q. Next play?

A. Next to the third; on the fourth.

Q. How long did you remain there on that day, the third?

A. On the day of the third?

Q. Yes?

A. About five minutes.

Q. And where did you go then?

A. I went in the vicinity of the shop to see who went in and out of Mr. Hoff's.

Q. Well, did you see anybody go in or out?

A. I saw Mr. Edgar.

Q. Anybody else?

A. No; I don't know that I did.

Q. How long did you remain watching?

A. The second day?

Q. Yes, sir?

The Court: What do you mean by the second day, the 3rd of October?

A. Yes, sir; I don't remember of anybody else going in there.

Q. Well, how long did you remain watching?

A. Until Edgar came out.

Q. How long was that?

A. I had no time there; I suppose it was about, as near as my judgment would let me guess it, would be about 9-45, or 9-40 or 45.

Q. Do you mean that on the morning of the third?

A. No; I mean that on the morning of the fourth.

Q. I am asking you about the third—how long did you stay there?

A. The morning of the third, I played after Mr. Edgar left; I didn't see him leave.

Q. Didn't you say a few moments ago that on the morning of the third you omitted to play at all?

A. No, sir; I omitted to play flat gig.

Q. You didn't say that a few moments ago?

A. Well, I have said it all along and I say it now.

Q. What time did you go there on the morning of the third?

A. On the morning of the third, I didn't get there until about 11 o'clock.

Q. How long did you remain in the shop?

A. About 5 minutes.

Q. Was anybody else in the shop?

A. No, sir; except Mr. Price.

Q. Where did you go?

A. Except Mr. Price.

Q. Where did you go after leaving the shop?

A. Leaving the shop?

Q. Yes, sir?

A. Well, I went on about my business, the second day, we watched Mr. Edgar.

Q. Call it the third so we won't get into confusion; on the third of October, where did you go?

A. On the third of October, I left a play for Mr. Hoff, but Mr. Edgar didn't take it over in the morning, because I was there too late.

Q. Didn't you swear a moment ago that you didn't leave any play until after Edgar had gone, and then you went in to make a play?

A. Yes, sir; I say so; yes, sir.

Q. Now then, how long did you remain outside of the shop?

A. On the third day?

Q. Yes?

A. Well, I didn't remain outside of the shop to watch for him, because I knew he had gone.

Q. Because you knew he had gone?

A. Yes, sir. The first I watched for him the second day of the month—

The Court: Confine yourself to the questions.

Q. What do you mean by you knew he had gone?

A. Because for two weeks previous to that I had watched his movements, until I found his business and I knew his time.

Q. Until you thought you found his business, is that it?

A. Exactly; I accept the amendment.

Q. You left a play and went away?

A. Yes, sir.

Q. You didn't swear in your examination awhile ago, in your statement to the District Attorney in your examination in chief and in your statement to me, in your cross-examination, that you remained in the shop about 5 minutes, after looking at the drawing and went down and remained upon the corner where you could watch to see if Edgar went in?

A. That was the first day, the second of the month.

Q. You didn't do that on the morning of the third?

A. No, sir; not on the morning of the third.

Q. Where did you go then after you left the shop?

A. I went about my business; I had other business that had nothing to do with this.

Q. Whereabouts did you go?

A. That day?

Q. That morning after leaving the shop?

A. I came over to Cincinnati; I had other business not connected with this matter.

Q. Did you say anything to Mr. Hoff on that morning?

A. Well, I came in and he produced the paper; there was not anything of importance said that impressed itself upon my mind, more than I told him that I would omit the flat gig that I would play the same numbers back again but omit the flat gig from the day before.

Q. Is that all that was said?

A. That is about all.

Q. Did you retain any ticket that morning?

A. Why, of course, I retained a duplicate.

Q. You retained a duplicate—you haven't got that?

A. No; I kept the numbers, that is all, the same numbers as the first day.

Q. You said that when you found that you had lost, you tore up the paper that you made the memorandum on, is that so?

A. We generally tear it up when we lose.

Q. Did you do that that day?

A. Yes; I think so.

Q. Where did you get this other memorandum that you got—when did you make that?

A. I made it in my book that I usually carry for notes and dates and retained it because I thought I would be asked for these numbers.

Q. When had you made that?

A. I made it at the time that I had those numbers from Mr. Hoff's shop; I suppose it was on the third; I suppose I made it in my book on the third of October.

Q. When did you get this memorandum from your book that you testified from this morning?

A. That was a leaf of my book and I tore it out.

Q. When did you make it, I asked you?

A. I made it—

The Court: Just answer the question.

A. The third of October.

Q. On the morning of the fourth—did you go back on the afternoon of the third of October?

A. Yes, sir.

Q. What time?

A. I was at Mr. Hoff's at about a quarter of 2—1-45.

Q. How long did you remain there?

A. I remained until Mr. Edgar came.

Q. Well, what time did he come?

A. He came about 15 minutes of 2.

Q. You and he there at the same time?

A. Yes, sir.

Q. Who left first, you or him?

A. Oh, not at the office—no; I didn't go in his shop, I went to the vicinity of the shop.

Q. How close to the shop?

A. Within a half block.

Q. You didn't go in the shop in the afternoon then?

A. Oh, no.

Q. You say within a half block?

A. Yes, sir.

Q. Well, how long did the man Edgar remain in there?

A. I think he remained there on the third about—well, 10 minutes about.

Q. Did you see anybody else go in there?

A. I did not.

Q. Did you see anybody else come out?

A. Nobody.

Q. During all the time that you were there?

A. Nobody that I remember.

Q. Did you see Mr. Hoff give him anything?

A. No; I didn't go up there to see Mr. Hoff.

Q. At any time did you ever see Mr. Hoff give him anything?

A. Yes, sir.

Q. When?

A. About a week previous to the time I played there.

Q. About a week previous to the time you played there?

A. Yes, sir.

Q. But at any time that you played there, did you ever see him give him anything?

A. After I played there I never went back there.

Q. Well, answer my question now, please. Did you ever see him give him anything after you played?

A. No, sir.

Q. On the morning of the fourth how long did you remain?

A. No longer than it required me to make the play—about five minutes.

Q. Then where did you go?

A. I went immediately across the bridge.

Q. What time in the morning was that?

A. My remembrance is 9-30.

Q. What did you say to him on the morning that you made the play?

A. I said I lost twice, this is the third time, it is the charm.

Q. What else?

A. That is all I remember.

Q. Did you say nothing more to him?

A. I don't remember that I did.

Q. That is your best recollection of what you said to him?

A. Oh, yes, that is about the best that I can remember. If you would suggest anything—

Q. Then you immediately left?

A. Yes, sir.

Q. And went across the bridge?

A. Yes, sir.

Q. Did you go back any time that day?

A. No, sir.

Q. How soon thereafter was the man arrested?

A. About 10 o'clock, I could not tell it exactly; I had no time, but I suppose about 10 o'clock.

Q. You said there were headquarters up on Sixth Street up over Reilley's; were you ever up there?

A. No, sir.

Q. Then all you know about it being headquarters is what somebody has told you?

A. No, that is not true.

Q. Well, how do you know it is headquarters, from your observation?

A. Yes, sir.

Q. Is that all?

A. Well, do you desire me to tell all about how I know it is headquarters?

Q. I am asking you, is there any other means that you have except observation?

A. By continued observation of the various policy players, whom I knew to be policy players and policy writers and agents that went and come to Reilley's and my being in Reilley's myself previously.

Q. Thereupon you concluded that must be headquarters, is that it?

A. I saw them arrested and brought out of there twice.

Q. That is the way you form your opinion?

A. Well, from general report of policy people, together with my observations, that is the way I make up my mind.

Q. It is made up entirely from that?

A. That is all, sir; that is the way.

Q. What business were you in before you became employed by Mr. Pelton?

A. I was a mechanical engineer.

Q. Where?

A. Cincinnati and vicinity.

Q. Where was the last place you worked?

A. The last place I worked was at the Cincinnati Veneer Co.

Q. How long ago?

A. Oh, I guess it has been—well, it was last summer.

Q. How?

A. Last summer.

Q. Last summer?

A. Yes, sir.

Q. I thought you had been earning $10 a week since '98?

A. Sir?

Q. I thought you had been earning $10 a week since '98 from the Reform League?

A. I told you it amounted to about that.

Q. Then you are not employed regularly by them?

A. Yes, I am. Employed regularly only during the summer time, I was off a short time and came back. You asked me the last place I worked and I answered you.

Q. Prior to your going with the Municipal League, where had you worked, and for what length of time were you idle?

A. Well, I worked at various places; I was nearly two years with the American Chemical Company; a couple of years with, or a year and one-half or such a matter

with Winchel & Co.—manufacturing company—and I was a year with Poppenheimer's Spring Works.

Q. What length of time intervened between your last situation and your employment by the Municipal Reform League?

A. Oh, I understand you now, sir. I could not tell you the exact length of time—yes, I can, from the 13th of September until the 8th of October.

Q. What year?

A. '98.

Q. Well, where were you working on the 8th of October, or the 13th of October?

A. No, the 13th of September, you mean? Well, I worked on the steam canal bed that they had built to go up to the northern part of the country here, for Mr. Brown, I think.

Q. Your whole efforts, then, if I understood you correctly, Mr. Harrison, was going there in order to detect these people in the commission of some offense, and that was your object and purpose in going there, was it?

A. You have stated the matter correctly, but it is rather misleading in some ways. I was ordered to ascertain whether or not it was a fact that policy plays were brought across the river from Kentucky.

Q. I didn't ask you that; I asked you your purpose, not what you were asked to ascertain—was that your purpose?

A. Well, you will have to read that question to me again.

Q. Your whole efforts then, if I understood you correctly, Mr. Harrison, was going there in order to detect these people in the commission of some offense, and that was your object and purpose in going there, was it?

A. Partially?

By Mr. McPherson:

Q. You say partially, what other object had you besides that?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. I can not without going—yes, I can answer that categorically. I have got to show the reason, or else it would mislead and put me in a false position. I must say as a matter of justice to myself, that being employed by the League, I looked out for all violations of the law, not only this, but any other violation of the law, and I

had to use my own judgment in the reports. That was the object. And this was among the rest, that was all.

Q. You spoke in your cross-examination about C. P. plays; what did you mean by that—explain it to the jury.

A. Well, that is another policy lottery, called Colorado and Paducah, it is another branch of another people, and the people that Mr. Edgar represents probably used to handle that, but did not then at least; they would not take it from Mr. Hoff's shop, and I changed the play to the Frankfort, flat gig.

By Mr. Shay:

Q. How do you know Mr. Edgar represents any person?

A. Simply from observation and knowledge of what he collects and where he goes to.

Q. Then it is an opinion upon your part, deducted from that, is it?

A. Yes, sir.

Counsel for the defendants moved the court to rule out said testimony, the court overruled the motion, to which ruling of the court counsel for the defendants at the time excepted.

Q. Who comprise the Colorado and Paducah, who are they—who constitutes that body?

A. You will have to take general knowledge as you did before. They are represented by—they had their headquarters up about the Richelieu.

Q. I asked you who constitutes that concern?

A. As far as I understand Mr. Gable is one—I can not call that gentleman's name—I have got it on the end of my tongue but I can not call it.

Q. Did you ever speak to Mr. Gable?

A. No, sir.

Q. You don't know him?

A. Yes, sir, I do.

Q. Personally?

A. Well, no.

Q. And the other man that you say you have forgotten his name, do you know him personally to speak to?

A. No, sir.

Q. How?

A. No, sir. I know these men by studying the system, that is all.

Q. Then it is a—

A. Deduction, as before.

Q. Deduction?

A. Yes, sir.

L. A. Donohoo, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. You are one of the officers of the Cincinnati Police Force?

A. Yes, sir.

Q. How long have you been an officer of the police force?

A. Going on 14 years.

Q. Were you on duty upon the 4th day of October, '99?

A. Yes, sir.

Q. What station?

A. Second District.

Q. Seventh District?

A. Second.

Q. Where was your police headquarters?

A. Hammond Street Police Station.

Q. I will ask you to state if, on the morning of the fourth, or forenoon of the fourth, you met or saw John Edgar?

A. Yes, sir.

Q. When and where?

A. As he stepped off of the bridge at Second and Broadway.

Q. Which way was he going?

A. Coming this way.

Q. From where?

A. I could not say from where; he was coming over the bridge, coming this way.

Q. Over what river?

A. Over the Ohio river.

Q. Between what towns?

A. Between Cincinnati and Newport.

Q. Now, then, where did you see him?

A. Just as he came off of the bridge and stepped on to Second street, the intersection there of Broadway.

Q. What did you do, if anything?

A. Placed him under arrest.

Q. What did you do with him?

A. Walked him up to the Hammond Street Police Station, and there turned him over to the officer in charge.

Q. Who was the officer in charge?

A. Sergeant Clawson.

Q. Who was with you, Mr. Donohoo?

A. Officer Fricke.

Q. After he was turned over at the Hammond Street

Police Station to Officer Clawson, what was done, if anything?

A. He was registered and then searched.

Q. Were you present when he was searched?

A. I was standing on his left.

Q. State what was found upon him when he was searched.

A. Well, there was some change, silver money, I don't know the denominations of it nor the amount; there was also a small note book and some 2 or 3, or some 3 or possibly 4 slips of paper with figures on them.

Q. Could you identify those slips of paper, if you would see them?

A. I could not say that I could, because I didn't pay particular attention; the officer over me took those from him himself.

Q. What time in the morning was this, Mr. Donohoo?

A. It was about 10 minutes of 10, I think, when we first arrested him; he was registered at 10 a. m.

Q. After he was searched, what, if anything, was done with him?

A. I think he was taken back to the cell room and locked up.

Q. How long was he kept in the cell locked up?

A. I could not say further; I went back to my beat again.

Q. Who would be the proper officer to testify in regard to that?

A. Well, Sergeant Clawson would be, or Lieut. Hill, either one.

Q. Sergeant Clawson?

A. Or Lieut. Hill, either one.

Q. Did you ever arrest John Edgar previous to this time?

A. No, sir.

(Above question and answer withdrawn.)

Louis Fricke, being called by the government and sworn, testified as follows:

By Mr. McPherson:

Q. You are a policeman on the force here in the city of Cincinnati?

A. Yes, sir.

Q. How long have you been on the force?

A. 10 years and about 6 months.

Q. Were you on duty upon the fourth day of October, '99?

A. Yes, sir.

Q. Your headquarters were where?

A. Hammond Street.

Q. Hammond Street Police Station?

A. Yes, sir.

Q. Did you see John Edgar upon the morning of the fourth?

A. Yes, sir.

Q. When and where?

A. About 10 minutes of 10 at the Central Bridge, Second and Broadway, at the entrance there.

Q. What bridge is that?

A. Called the Central Bridge.

Q. What two cities does it connect, over what river?

A. Cincinnati and Newport, over the Ohio River.

Q. Which way was Mr. Edgar going when you saw him?

A. Coming over the bridge from the Newport side.

Q. State what you did?

A. Stopped him and told him he was under arrest, and he asked me what for. I said "I guess you know"; he says, "Yes, I guess I do." And I took him up to the Station House and searched him—I searched him.

Q. What did you find upon him?

A. Found papers on him with numbers on; what they call policy slips.

Q. Could you identify these papers if you would see them?

A. Yes, sir.

Q. I hand you first Exhibit 6, and ask you if that was one of the papers found upon him that morning?

A. Yes, sir.

Q. I will now hand you four other papers and state if those were papers found upon him that morning?

The above question is objected to by counsel for the defendants, the court overruled the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. That is one; that is another.

Said papers offered and read in evidence and marked Exhibits 7—8—9 and 10. Said papers are hereto attached.

Defendant excepts.

Q. Where were these papers found upon him?

A. Found in his coat pocket.

Q. What, if anything was done with Edgar after he was searched?

A. After he was searched he was locked up in a cell.

Q. Do you know how long he remained in the cell?

A. No, sir, I do not.

Q. Did Mr. Edgar make any other statement to you, other than the one you have stated to the jury?

A. No, sir, no other statement.

Cross Examination.

By Mr. Shay:

Q. When did you see these papers last?

A. The last time I seen them was at the Station House.

Q. When was that?

A. Why, when he was searched; after he was searched, and I turned them over to the sergeant.

Q. That was the last you seen of them?

A. After the sergeant—I seen the sergeant mark them; that was the last I seen of them.

Q. Did you mark them?

A. No, sir.

Q. Is there any mark on there by which you can designate it?

A. Yes, sir.

Q. What is that mark?

A. W. C., with a dash under it, right in one corner of it.

Q. That is the handwriting of Sergeant Clawson, you mean?

A. Yes, sir.

Q. Did you ever see Sergeant Clawson mark anything else?

A. No, sir—Oh, I seen him mark these.

Q. Are you familiar with his handwriting?

A. Well, kind of.

Q. Can you swear that was his handwriting?

A. I could, because I seen him mark it.

Q. Can you swear that that is his handwriting?

A. I could—certainly I could—after seeing him mark it.

Q. Were you behind the desk with him when he marked it?

A. Right in front of it; he was behind the desk; he marked them right in front of me.

Q. If he was to take a certain lot of numbers of the same character and mark W. C. upon them, you could not tell which was which, could you?

A. I don't understand.

Q. I say if he took a certain lot of numbers on four different papers, such as you have seen here, and they were similar numbers to these, on a piece of paper shaped about like this, could you tell the ones that were marked to-day from the ones that were marked on the third of October, or the fourth?

A. No, sir, I could not.

Counsel for the defendants move the court to rule out the testimony of the above witness as to the identity of the exhibits, 7, 8, 9 and 10, the court overrules the motion, to which ruling of the court counsel for the defendants at the time excepted.

Edward Hill, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. You are a lieutenant of police?

A. Yes, sir.

Q. Of the Cincinnati, Ohio, Police Force?

A. Yes, sir.

Q. Lieutenant, have you heard from Sergeant Clawson this morning?

A. Yes, sir. Sergeant Clawson is sick in bed.

Q. Unable to attend court?

A. Yes, sir.

Q. Can you tell me how long Mr. Edgar remained in jail or in the Police Hammond Street Station, after he was searched upon the morning of the fourth?

(Objected to, overruled and exception.)

A. I don't know.

Q. Will your records show?

A. No, sir.

Q. Will your records show who went upon his bond, if a bond was given?

A. The bond will show at Mr. Bender's office, or at the Police Court.

Q. At the City Building?

A. Yes, sir.

Q. Who should we ask for that there?

A. Thomas Noctor.

Q. Were you on duty at the time Mr. Edgar was arrested?

A. I was on duty two different occasions when he was arrested. I arrested him on two different occasions.

(Upon application by counsel for the defendants the above answer is stricken out.)

Q. Upon October 4th, '99?

A. I don't know anything about that arrest.

Q. Were you present at police headquarters that day at Hammond Street Station?

A. I think not, not at that date.

Q. How long have you been lieutenant of police?

A. Nearly six years.

Q. Do you know Charles W. Reilley?

A. I do.

Q. Do you know John Edgar?

A. I know Peter Edgar.

Q. Peter Edgar—John Edgar—stand up Mr. Edgar—do you know that gentleman?

A. I do.

Q. How long have you known him?

A. Oh, I have known him 2 or 3 years—2 years anyhow.

Q. To your knowledge, what business has Mr. Edgar been in in the last two years?

(Above question objected to.)

Q. What knowledge have you of the business engaged in by Mr. Edgar prior to October 4th, '99?

By the Court: Lieutenant, that question does not call for a statement as to what his business is, but what knowledge have you of his business—Do you know what kind of business he has been engaged in?

Mr. Shay: I wish to reserve an exception.

A. I know he is engaged—

Q. You need not state what he is engaged in, but do you know what kind of business he has been engaged in for the last two years, without stating what he does?

A. Well, yes, I know.

Q. Now, you may state what it is.

By Mr. Shay:

Q. Did you ever speak to any of his employers about employing him?

A. No, sir.

Q. Did you ever speak to him about his employment?

A. No, sir.

Q. Then what you know is from general rumor, is it?

A. No, not from general rumor; what I know is what I see of him and where I see him.

Q. That is your opinion deducted from what you have observed of his conduct?

A. And finding him in these places.

Q. Seeing him in places?

A. No, sir, I found him—I found him in these places.

Q. That is the only means upon which you base your opinion that that is his business?

A. Well, that is all I have to base it on, yes, sir.

The Court: I do not know what the Government expects to show by this witness, but, if through observation, he knows that this defendant was engaged in the lottery business within the last year or two, or that upon former occasions other than the one of October 4th, he was arrested and searched and papers of a character of this offered in evidence here were found upon him, I think those facts are relevant to the issue here and would be permitted to go to the jury for what they are worth, and what they are worth is to be determined by the consideration of all the circumstances which should go to give weight or take from the value of the testimony presented. It may be, when the testimony given by the witness is sifted by cross-examination, it may appear his knowledge is very meager and the testimony of little value, or, it may, when so tested appear that it is of value, and if it is pertinent it should be taken into the account in the determination of the issue. If, within the view of the court as indicated, this witness has any testimony, or can give any testimony which would be legitimate, counsel for the government may proceed. Counsel for the government now understand the limits which the court intends to place upon this character of evidence and the court will expect counsel not to call for anything outside of the limits that are fixed; to all of which defendant excepts.

Q. State how long you have known Mr. Edgar?

A. I think I have known Mr. Edgar about 2 years, probably a little longer.

Q. During that time how often have you seen him?

A. Well, in the last year I have seen Mr. Edgar, I suppose, 50 times. Probably oftener than that.

Q. Where generally did you see him?

Mr. Shay: To all these questions I may have the benefit of exceptions?

The Court: Yes.

A. I have seen him going into the rear of 114 or 116 East Sixth Street; I have seen him in the room, second floor 114 or—

The Court:

Q. What place is the one first mentioned?

A. That is Reilley's, up stairs adjoining Reilley's office. That is where I have seen him going in and out and in these rooms.

Q. From where you have seen him and your observation of him during this time, you may state what employment or business that Mr. Edgar is in?

(Objected to. Exception.)

The Court: What did you see him do in this place?

The Witness: Whose, Mr. Reilley?

(Objected to.)

The Court: Answer that question if you know who he is?

A. I know him, I know him very well; I know him to be a policy writer.

Mr. Shay: I ask to have that ruled out?

The Court: Do you know what business he is engaged in?

A. Writing policies.

Mr. Shay: That ain't the question the court puts to you.

The Court: He may answer that question.

Mr. Shay: I desire an exception.

By Mr. Bundy:

Q. Where is Mr. Reilley's place of business?

A. In the rear of 114 E. Sixth street.

Q. That is the place you allude to when you state you saw Mr. Reilley going into 114 East Sixth street—Mr. Edgar?

A. Yes, sir.

Q. Mr. Reilley is the gentleman back here?

A. Yes, sir.

Q. A defendant in this case?

A. Yes, sir.

Q. The room above Mr. Reilley's, what kind of a room is that you speak of you have seen Mr. Edgar in?

A. There is two rooms above the rear rooms, that is they front on the alley.

(Objected to and exception.)

Q. The room I am speaking of as occupied by Mr. Edgar—what is carried on or done in that room, if you know?

Mr. Shay: Exception.

A. I don't know only by what I found in the room.

Q. What did you find in the room?

A. I found policy slips; I found dream books; I found this thin tissue paper with a black sheet between other sheets and figures on it, and drawings—figures or drawings on a small piece of paper.

The Court: What do you mean by drawings?

A. It is a lot of numbers that are printed first, in an uneven way, then they are placed in a straight line in

numerical order, that is the smallest first then so on up,

Q. Something like this you mean (handing witness Exhibit No. 3).

Mr. Shay: Exception.

A. Yes, this is just something similar to what I have seen or found in there.

Q. Do you know what those articles and things that you have enumerated that you found in that office, were used for?

(Above question objected to.)

The Court: He may answer. He is asking if he knows what they are used for?

A. Yes, sir. They are policy drawings used for to display to people who have wagered their money on this game.

Q. When was the time you have described you have seen Mr. Edgar in this room?

A. One time was on the 12th—on the afternoon of the 12th, of May, 1899, and another time was on the afternoon of February 6th, 1900.

Q. Upon these occasions how did you happen to be in that room?

Counsel for the defendants move the court to rule out all that portion of the testimony of above witness with reference to what he saw and heard, as occurring upon the day of February, 1900; the court overrules the motion, to which action of the court, counsel for the defendants at the time excepted.

Q. How did you happen to be in this room upon these dates mentioned?

A. I went there to make a raid—to make arrest.

(Above question objected to and withdrawn.)

Q. What did you do when you went there upon the 12th of May, '99 and February, 1900?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. On the 12th of May I arrested—

The Court: Well, you went there to make arrests?

A. Yes, sir.

By Mr. McPherson:

Q. Who did you arrest?

Above question and answer objected to by counsel for the defendants.

The Court: I think it is going too far for the purpose for which this evidence is offered. I want to say to the

jury that when the court rules that testimony is incompetent, or when the court orders it to be stricken out, the jury should, at the same time, strike it out of their memory and be careful not to consider it and take it into the account, because it is then out of the case and the minds of the jury should not be influenced by it.

Q. State, if you know, what Edgar's business or occupation was during the year '99?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. I can't say, only as I answered before.

Q. That is what we want?

A. By seeing him entering—leaving and entering this place and finding him in these rooms.

Q. What would you say his business was?

A. He gave his business as collector or agent.

Q. Collector of what?

A. He didn't say.

Q. I say from your judgment what would you say his business was?

(Above question objected to.)

The Court:

Q. You say he gave his business as collector?

A. Yes, sir.

Q. When was that?

A. I think both times as collector—he gave his occupation as collector.

Q. This gentleman here (indicating) what do you know his name as— the one that I am speaking of?

A. Peter Edgar.

Q. Do you know him under any other name?

A. I do not.

Cross-Examination:

By Mr. Shay:

Q. Lieutenant, just a word or two please. Where were you located—in what district during the last year?

A. In Hammond Street, in this District.

Q. In Hammond street?

A. Yes, sir.

Q. All the time?

A. The Second District—yes, I have been continuously in the Second District, it will be a year the 17th day of next month.

Q. Will you state to the jury what were your intervals of duty in the various months?

A. Well, we alternate. One month my hours of duty are from 7 in the morning until 3 in the afternoon, and the next month from 3 in the afternoon until 11 at night; the following month from 11 at night until 7 in the morning. Two months day and one month night.

Q. What months were you on in day?

A. In April the last half of April I was on in the morning. I transferred over on the 17th of April and was on in the morning up until the 1st of May, from 7 until 3.

Q. Transferred where from?

A. From York street, Fifth District.

Q. How long had you been in York street?

A. Well, I had been in York street—I will tell you in a minute—I guess about 8 months.

Q. Well, then, preceding April, you didn't see Edgar any time during that 8 months, did you?

A. No, sir.

Q. It was after you came from York Street, commencing with last April?

A. Yes, sir, as soon as I came in this District.

Q. Now, then, do you remember how many times you saw him in the month of May?

A. Oh, I can't remember; I have seen him a great many times in a year; I don't keep account of it.

Q. In the month of May?

A. No, I could not tell you.

Q. Can you call to mind whether you saw him at all in the month of June?

A. No, sir. I don't think I did because in the month of June I was on night duty.

Q. In the month of June you were on night duty?

A. Yes, sir.

Q. Well, in the month of July?

A. No, I will not tell you the months. In the month of July I was on the morning watch.

Q. Or in the month of August?

A. In the month of August, I was on the afternoon watch.

Q. September?

A. September I was on at night.

Q. October?

A. In the morning.

Q. November?

A. Afternoon.

Q. In December?

A. Night.
Q. January?
A. January, morning.
Q. Do you remember of seeing him in December or January?
A. Yes, sir.
Q. How often?
A. Oh, I could not tell you that; I didn't keep note of it how often I seen him.
Q. Well, last October then you were on night duty, were you?
A. Sir?
Q. Were you on night or morning?
A. If you will follow that up, I can tell you.
Q. Have you any recollection whether you were on night duty or day duty in October?
A. I was on morning in October.
Q. What do you mean by morning?
A. From 7 until 3.
Q. From 7 until 3?
A. Yes, sir.
Q. Who was your Sergeant?
A. Sergeant Clawson.
Q. You were not present on the morning of the arrest of this defendant?
A. No, sir, I was out in the district making my rounds.
Q. You were not present?
A. No, sir.
Q. You say you found dream books in there—in this room on Sixth street?
A. Yes, sir.
Q. Can you say to this jury whether those (showing witness paper) were ever placed in the hands of anybody to your knowledge?
A. That I can not say.
Q. You say you found certain things in there that you call numbers?
A. Yes, sir.
Q. Slips. Can you say they were ever placed in the hands of anybody?
A. I can not say that.
Q. You say you found slips that you call policy slips, do you mean there were simply numbers on there?
A. Such as were shown to me here.
Q. Shown to you?
A. Yes, sir.
Q. Whether they were ever used in that business or not, you don't know of your own knowledge?

A. Not those numbers, I don't know.

Q. The numbers that you found in that room?

A. I know it was a policy office; I found them in there.

Q. The numbers you found in that room, you don't know whether they were ever used in policy or not, as a matter of fact?

A. No, I could not say that.

D. Edwin Smith, being called by the government and sworn, testifies as follows:

By Mr. Bundy:

Q. Where do you live?

A. Newport, Ky.

Q. You are an officer of the Newport police?

A. Yes, sir.

Q. What is your office?

A. At the present time I am acting Chief of Police.

Q. Who was acting Chief of Police upon the morning of October 4th, 1899, in Newport?

A. Charles Schilling.

Q. Where is Charles Schilling now?

A. He is dead.

Q. Were you appointed acting Chief of Police upon his death?

A. Yes, sir.

Q. I will ask you if you have in your possession certain papers taken off of Anthony Hoff by Chief of Police upon the morning of October 4th, 1899?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

Q. Have you some papers in your possession?

A. Yes, sir.

Q. Will you deliver them to me?

A. Yes, sir.

Q. Will you state where these papers came from?

A. I found them in the safe of the Chief of Police's office, after Charles Schilling's death, three days I believe after his death.

Q. Have they been in your possession as acting chief of police since that time?

A. Ever since that time, yes, sir; just as you have them there, the way I found them.

Q. When did the chief of police die?

A. The 20th day of February, 1900.

Adam Lieberth, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. Where do you live?
A. Newport, sir.
Q. Are you an officer of the Newport police?
A. Lieutenant.
Q. How long have you been Lieutenant of Police at Newport?
A. The first of February a year ago last.
Q. Are you still acting as Lieutenant of Police?
A. Yes, sir.
Q. Do you know Anthony Hoff?
A. Yes, sir.
Q. Do you see him in the court room?
A. Yes, sir.
Q. Is he one of the defendants sitting back by his counsel?
A. Yes, sir.
Q. Did you see him on the 4th of October, '99?
A. Yes, sir.
Q. When and where?
A. In Newport on Monmouth Street between the hours—somewhere in the neighborhood of 11 o'clock.
Q. Under what circumstances did you see him?
A. I met him there in a barber shop conducted by him.
Q. How did you happen to meet him?
A. There was a man by the name of Pelton applied to the Newport Chief of Police, to me Chief of Police for an officer and the chief detailed me on the case with this man Pelton, and that morning I went to the place—to the barber shop conducted by his man Hoff.
Q. What did you do there?
A. I opened a little drawer—he had a stand—something on that order, a little stand there of some kind that had drawers in it, and out of that drawer I got some papers, which afterwards were turned over to the chief of police.
Q. Can you identify these papers that you got from that drawer?
A. I think I can.
Q. Well, what else did you do there that morning?
A. Placed Mr. Hoff under arrest and brought him to the police office.
Q. Why did you place him under arrest?
(Above question objected to and withdrawn).
Q. What charge was placed against him?
A. As to the direct charge I never could—that was

conducted by the Chief of Police and I could not state now the exact charge. I think conducting a game of chance, something on that order; I am not positive as to that.

Q. I will hand you a number of papers and ask you to look at them and see if you can identify them in any manner?

A. These sheets here with numbers on—this little ticket and these two pieces of paper were in the drawer, or sheets similar to this. These are the identical ones that were turned over to the chief of police; these kind of papers were taken out with this little ticket with Number 91320 on it, and these two pieces of paper were taken out of the drawer in Hoff's barber shop. And these two pieces of paper (indicating) after Hoof was taken down to the police office, I was directed to take him in the office and search him, and those two pieces of paper were found in his clothes.

Q. The papers that you found that you say were similar to those, what did you do with them?

A. Turned them over to the Chief of Police and he locked them in the safe.

Q. Who was your chief of police at that time?

A. Charles A. Schilling.

Q. Mr. Schilling—

A. Died.

Q. February of this year?

A. Yes, sir.

Q. Which were the ones you found upon his person when you searched him at the office?

A. These two (indicating).

Said papers are introduced and read in evidence and marked Exhibits 11 and 12. Said Exhibits 11 and 12 are hereto attached.

To the reading of said Exhibits 11 and 12 in evidence counsel for the defendants excepted.

Papers heretofore referred to were also offered and read in evidence, and marked Exhibits 13, 14 and 15. Said Exhibits 13, 14 and 15 are hereto attached.

To the offering and receiving Exhibits 13, 14 and 15 in evidence, counsel for the defendants excepted.

Q. State to the jury the date this was.

A. October 4th.

Q. And what time in the day?

A. Pretty close to 11 o'clock—between 10 and 12 o'clock.

Q. October 4th of what year?

A. '99.

Q. 1899?
A. Yes, sir.
Q. This was where?
A. Newport.
Q. What state?
A. Kentucky.

Counsel for the government offer prints in evidence marked Exhibit 16, hereto attached. Counsel for defts. except to receiving said papers in evidence.

Cross-examination:

By Mr. Shay:

Q. What hour in the day was this?

A. It was between 10 and 12 o'clock; closer to 11 than either one of the other two.

Q. Did I understand you to say that all you can state with reference to this bundle of papers marked Exhibit 16 is that they were papers somewhat similar in general appearance to the ones you found?

A. They were the papers that we found.

Q. Did you put any mark upon them?

A. Not on these particular ones; I did on some of the others that were put in the same bundle.

Q. Are you able to say that these are the identical papers that you found in the house of Mr. Hoff?

A. I think there is no question about it.

Q. Are you able to swear to it?

A. I could unless they have been switched since they came in the court room.

Q. What mark is there on them that would enable you to identify them?

A. This inscription on the back was on that one bundle and they were classed with other papers that were put on the inside when they were folded together.

Q. What inscriptions put inside?
A. The papers that were marked.
Q. What was marked on the back?
A. No marks.
Q. The back of this bundle?
A. There was an H and a little lead pencil mark.
Q. Who marked them?

A. They were marked after I got them out of the drawer.

Q. Who done it?

A. I don't know; they were marked after I got them out of the drawer.

Q. In what drawer?

A. The drawer to some desk he had over there in which he kept them in.

Q. Where was the defendant at, at that time?
A. Mr. Hoff?
Q. Yes?
A. He was there.
Q. What was the number of the ticket—that lottery ticket that you found?
A. 91—
Q. There was a number at the bottom towards one end?
A. 91320.
Q. Did you make any memorandum of that?
A. I remember that.
Q. You remember that?
A. Yes, sir.
Q. What did you make the memorandum of it in?
A. Well, I have a little book, I have for my own purpose.
Q. Where is the book?
A. Over in the office somewhere.
Q. When did you look at it last?
A. I don't know that I looked at it at all.
Q. You haven't looked at it any time?
A. I think not.
Q. You have borne that in mind since last October?
A. 91320?
Q. Yes?
A. Oh, yes.
Q. Did you ask him anything about this?
A. Well, we had a little talk there in reference to playing policy and he tried to convince us that he didn't have any office. We thoroughly searched the place, stove, and any place I might think there was anything.
Q. That is all you found?
A. That is all I found.
Q. Did you ask him about this?
A. Well, not in particular.
Q. He told you he had bought it did he?
A. No, I don't think he did.
Q. Did he tell you anything about it?
A. Not that particular ticket, no, sir.
Q. Did he tell you anything about it?
A. That ticket was found on his person.
Q. Did he tell you anything about it?
A. That is what I got after he was in the police office. No, sir.
Q. He didn't tell you anything?
A. No.
Q. You didn't ask him anything about it?

A. Not about the ticket in particular.
Q. You found this where?
A. In his vest pocket.
Q. In his vest pocket?
A. Yes, sir.
Q. Where did you find that (showing witness a paper)?
A. The same place.
Q. Exhibit 11 and Exhibit No. 12. Did you ask him anything about either of them?
A. No, sir.
Q. Where did you find this Exhibit 15, Kentucky Lottery?
A. That was in the inside of the sheets there.
Q. Did you ask him anything about it?
A. No, sir.
Q. You looked to see what this was, did you—did you read it over?
A. From what information I ascertained from it, I understood it was a lottery ticket No. 91320.
Q. You understood the lottery had occurred one month before the arrest?
A. I didn't pay that much attention to it.
Q. You noticed this was a drawing in September?
A. I didn't pay that much attention.
Q. Didn't you see it was a drawing on Saturday, September 20th?
A. No, sir; I didn't read it. I am not so familiar with lotteries.
Q. Yet you remember the number?
A. Yes, sir.
Q. Didn't you notice this was an advertisement of the prizes that were drawn September previous to the arrest?
A. I didn't pay so much attention to that.
Q. Did you read it?
A. No, sir.
Q. You don't know what it was?
A. I didn't pay much attention to it.
Q. Yet you kept it, is that right?
A. That was folded up with the balance of the papers, yes, sir.
Q. Where did you find this paper?
A. This one—that was in the drawer with the others.
Q. In the drawer?
A. Yes, sir.
Q. Was it under lock and key?
A. No, sir; the drawer was closed but it was not locked.
Q. Anybody else in the office with him at the time?

A. Mr. Pelton went in; Pelton and I went in together.

Q. You say this is on what street—what street was this on?

A. Saratoga street.

Q. You said Monmouth street in your direct examination?

A. Saratoga street, the street the railroad runs on. If I did I made a mistake in that, if I said Monmouth street.

Lieut. John Poppe, being called by the government and sworn, testified as follows:

By Mr. McPherson:

Q. You are one of the police lieutenants of the Cincinnati police force?

A. Yes, sir.

Q. How long have you been lieutenant of police?

A. 7 years.

Q. Do you know Charles Reilley?

A. Yes, sir.

Q. Is that he gentleman sitting there—how long have you known him?

A. About 15 years.

Q. Where is his place of business, if you know?

A. 114 East Sixth street.

Q. How often have you seen Mr. Reilley in the last 14 years?

A. I have seen him some, of course, while I was in the Second District, doing police duty there; I would see him almost every day or morning or afternoon duty; of course not at night.

Q. Within the last 5 years how often have you seen him?

A. Oh, I may have seen him a couple of hundred times during that time.

Q. Do you know what business Mr. Reilley is in?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. I don't know of any except by reputation.

Q. From your own knowledge do you know what he does?

A. I have arrested him for—

(Above answer objected to and exception.)

Q. From your own knowledge do you know what he does?

A. No, sir.

Q. Have you been in his place of business in the last year or two years?

A. I have been in the last two years, yes, sir.

Q. What have you seen when in his place of business?

(Above question objected to.)

Q. Did you observe anything when in his place of business when you were there that would indicate the character of the business he was engaged in?

A. Yes, sir.

Q. You may state what that was that you observed in his place of business?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. I have found slips in there with numbers on them; also sheets, printed with numbers such as is used by policy dealers.

Q. Showing you Exhibit 3, such sheets as that?

A. Yes, sir; such sheets as those.

Q. Fix the time that you seen these in his place of business?

A. I don't remember the exact date, sometime though I believe during the year '98.

Q. Sometime during the year '98?

A. Yes, sir, '98.

Q. Who was with you at that time?

A. I forget—the officer patrolling the beat.

Q. At what place was this?

A. 114 East Sixth street.

Q. Who else was there in there at the time you were there?

A. No one but Mr. Reilley.

Cross-examination:

By Mr. Shay:

Q. You say all you know is by the general *reputation*?

A. Yes, sir; that is all.

Q. About his business. And that it was sometime in the year '98 that you observed these in his place. Now, what time in '98—will you try and fix it as near as you can?

A. I can not, no, sir.

Q. Well, can you tell us whether it was as early as June?

A. No, I think it was later.

Q. Well, how much later?

A. It may have been a month or two later.

Q. It may have been a month or two later?

A. Yes, sir.

Q. Then in all probability sometime in July, between July and September?

A. Yes, sir.

Q. Of '98?

A. Yes, sir.

Counsel for the defendants move the court to rule out the testimony of the above witness, the court refuses so to do, to which ruling of the court, counsel for the defendants at the time excepted.

Frank L. Hoff, being called by the government and sworn, testifies as follows:

By Col. Bundy:

Q. Where do you live, Mr. Hoff?

A. 742 Hopkins.

Q. What is your business?

A. I am chief bookkeeper of the Western Union Telegraph Co.

Q. How long have you been engaged as chief bookkeeper of the Western Union Telegraph Co.?

A. About 3 years and one-half.

Q. Were you on duty between the 1st and the 6th of October of last year?

A. Yes, sir.

Q. Where is their office or place of business?

A. On the northwest corner of Fourth and Vine.

Q. In Cincinnati?

A. Cincinnati, Ohio.

Q. Do you know the defendant, John Francis?

A. No, sir.

Q. Did you bring any telegrams with you?

A. No, sir; when I left I had gone through our files for the 1st, 2nd, and half of the 3rd—that is, I had my clerks go through them and look for all telegrams signed "John Francis," or "W. C. Francis, Jr., & Co.," and I found nothing in those two days and a half; I left three clerks in charge to go through the rest of the days. I got a phone message from the clerk I left in charge saying that he went through the balance of the days, the 6th included, and found nothing signed "Francis," or "W. C. Francis, Jr., & Co."

Q. Now, Mr. Hoff, did you find any telegrams in cipher during those days, that had reference to the lottery or policy business?

A. Well, our rule is not to overhaul the body of any telegrams. All we use in our department is the check and the amount and the destination of each telegram in our department.

Q. You say you looked over all the files of all telegrams for these three days. Now, I am asking you if you found any?

A. I found nothing signed "Francis."

The Court: That is not the question.

A. Well, we have from 19 to 22,000 telegrams a day. Of course, I can not in looking for telegrams—all I can do is to take the name given. If it is not in our files I would have to say no.

Q. Do you know the name under which these people operated in the policy business?

A. I do not know.

Q. Through your company?

A. I don't know the parties, that is "Francis" or "Francis, Jr., & Co."

Q. Well, that does not answer the question, if your honor please. Do you know the name under which these people operated in the policy business through your company?

A. No, sir; I do not.

Q. Do you know the name under which these policy dispatches are given to your office?

A. I could not tell a policy dispatch from any other, because we have a great many cipher messages. I could say whether they were policy or not.

Q. How thorough examination did you make?

A. Well, during last night I worked until about 11 o'clock and I overhauled the first of October, which was on a Saturday, and I found nothing in there; it being a very tedious job, I referred my case to the manager, he said, "well, put the clerks on it," so this morning I put three clerks at it.

Q. Do you keep the accounts of the Western Union Telegraph Co.?

A. Yes, sir.

Q. Do you have any account with W. C. Francis, Jr., and Co.?

A. I don't find the name on the books.

Q. Do you find the name of W. C. Francis, Jr.?

A. No, sir.

Q. Do you find the name of John Francis?

A. No, sir.

Q. Your office is up stairs?

A. On the fourth floor, yes, sir.

Q. Do you know what this defendant, John Francis, comes to the Western Union Telegraph Office for every day and sometimes twice a day?

A. I don't know the gentleman or I don't know any of the senders. I very seldom go in the receiving department.

Q. Are messages often signed in cipher?

A. Well, in our work we don't pay any attention to the signature. We just merely take the check.

Q. Answer that question, if you can; if you don't know you can say so.

(The stenographer reads the above question.)

A. I don't know, as they are signed cipher.

Q. Do you know of any telegrams signed by S. T. Dickerson & Co.?

A. No, sir.

Q. Have you any book acount with S. T. Dickerson & Co.?

A. That I don't know. I don't think we have. We have about 800 firms that have charge accounts with us.

Q. Were you bookkeeper 3 or 4 years ago?

A. I think it was in '96; I don't remember exactly, I think it was September, '96, I was appointed chief bookkeeper.

Q. Do you remember an account kept at that time with S. T. Dixon & Co. or S. T. Dickerson & Co.?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. No, sir; I do not.

Q. Do you know whether there is an account of that kind kept now with the Western Union Telegraph Company?

A. Well, I looked it up this morning and find that there is no account kept with them.

Q. How did you happen to look up S. T. Dickerson & Co., or S. T. Dixon & Co.?

A. It would make it an easy matter for me to get at the messages in the files if they had.

Q. How did you know that that name would be called for—it did not occur in the subpoena, did it?

A. Yes, sir.

Q. S. T. Dixon & Co.?

A. Oh, I had reference to Francis. I don't know of

any Dickerson or Dixon having an account with us.

Q. Do you know as a matter of fact whether or not a large number of telegrams go through your office that have reference to the lottery and policy business nearly every day?

A. No, sir.

Mr. Bundy:

We will excuse you for a minute.

C. H. Woellner, being called by the government and sworn, testifies as follows:

By Mr. Bundy:

Q. Where do you live, Mr. Woellner?

A. Cincinnati, 1819 Elm street.

Q. What is your occupation?

A. I am employed by the Western Union Telegraph Company.

Q. At 4th and Vine streets in this city?

A. Yes, sir.

Q. In what capacity?

A. I receive at the counter, look after branch offices, straighten out claims—general work.

Q. How long have you occupied that position?

A. About 3 years—pretty near three years.

Q. Were you on duty during the months of September and the early part of October, '99?

A. I suppose I was; I don't remember of being sick so I expect I was.

Q. Do you know this defendant, John Francis?

A. I know him; yes, sir.

Q. Under what name do you know him?

A. I know him only by his forename, surname, John.

Q. Did you ever know him by the name of Prior?

A. No, sir.

Q. Where did you get acquainted with him?

A. I got acquainted with him at our office.

Q. At what time?

A. I can not recall the exact date, but I suppose it would be probably two years ago.

Q. Does he come to your office very often?

A. I meet him there frequently.

Q. How frequently?

A. Well, sometimes I will see him twice a week, sometimes three times, not more than that.

Q. What does he do at your office?

A. I am personally acquainted with him; I have talked with him very frequently; we have known each other for some time; he comes up to our counter; he, at one time, a very long time ago, sent a telegram, if I remember right, to his wife who was away.

Q. You know him intimately—he calls in to see you—is that correct, and talk over social matters?

A. Talks matters socially, what do you mean?

Q. I mean just what I say?

A. We speak on various topics, not necessarily social.

Q. What do you talk about when he comes in there?

A. He comes in and he says "hello, Carlie;" I will say "how do you do, John."

Q. You know him very well, as I understand you, he comes in 2 or 3 times a week to see you, and yet you never knew his last name?

A. I knew it after the papers announced it in '99, I think it was.

Q. Did you ever know it preceeding that time?

A. No, sir.

Q. At what hours are you on duty?

A. Well, I am on duty between 7:30 and 5:30.

Q. Isn't it a fact that this man, John Francis, has been in the habit of coming into the Western Union Telegraph office nearly every day about noon and about 5 o'clock in the afternoon?

A. I know nothing about 5 o'clock in the afternoon, but I can say, just as I said before, I have seen him as many as 2 or 3 times a week.

Q. Answer the question. I want an answer, yes or no. Isn't it a fact that this man, John Francis, has been in the habit of coming into the Western Union Telegraph office nearly every day about noon and about 5 o'clock in the afternoon?

A. I say no as to every day. About coming in at noon I don't know that to be a fact, and I can't answer that way, but I know he has come in there as many as three times a week.

Q. Don't he come in oftener than three times a week?

A. Not to my knowledge, sir.

Q. Who receives—who received the telegram that one time he sent to his wife?

A. Well, I don't know that it was his wife, but I received that telegram.

Q. Is that the only telegram you ever received from him?

A. That is the only telegram to my knowledge that he sent with me since I have been receiver.

Q. Who else receives telegrams for the Western Union company?

A. Receiver Krumbeck and Miss Madden.

Q. How long has Miss Madden been there?

A. Since last August.

Q. What hours is she on duty?

A. She comes at 8 and remains until 7.

Q. Aren't telegrams sent by the Western Union company that do not go into the hands of the regular receivers?

A. Are they not?

Q. Are there not telegrams sent by the Western Union Company from the Cincinnati office, that do not go through the hands of the regular receivers?

A. Well, they certainly do go through, because they have got to be accounted for.

Q. I insist upon having an answer to the question, Mr. Woellner?

A. Not to my knowledge.

Q. Are you in a position to know whether any such telegrams are sent?

A. Well, I am at the counter at certain times in the day; I can not say that I know as to every telegram that is filed over our counter, because it would be utterly impossible to remember them. At certain times of the day I am.

Q. That is not an answer to the question. Are you in a position to know, Mr. Woellner, whether or not telegrams are sent through the Western Union office that do not pass through the hands of either Mr. Krumbeck, Miss Madden or yourself as the receivers?

A. Well, ordinarily they must pass through the receiver's hands. I want to say one thing in connection with that, I think the court will allow that: there are times, your honor, when we are crowded at the counter, 4 or 5 customers, when a receiver is at dinner, a delivery clerk comes in and helps out, or any other clerk is called upon just as the occasion may require, and I can't say that I am in a position to know all about every telegram that goes into the office, whether or not it actually passes through the receiver's hands; we have got six delivery clerks, and at times they have been called to the counter to receive telegrams. That is not regular—I don't want you to place that construction upon it at all—but there are times; consequently, I would be unable to know as to every telegram, or even answer your question.

Q. Is there a class of business as such that goes through the office of the Western Union that does not pass at all through the hands of the regular receivers?

A. Not to my knowledge, sir.

Q. Now, let us return to these visits of 3 or 4 times a week, of Mr. Francis to you. How long does he remain in the office?

A. Well, some times 5 minutes, as high as 15.

Q. How many messages do you receive in the course of a day?

A. One receiver at the counter, I should judge, would, on a busy day, receive from four or five hundred messages.

Q. Does Francis talk to anybody else except you?

A. I have seen him talk to other gentlemen in the office.

Q. Who else have you seen him talk to?

A. Well, he has a good acquaintance, I have noticed, and very frequently speaking to other gentlemen.

Q. Do the rules of the Western Union Company permit gentlemen to come in there and spend 15 minutes at a time simply talking to the clerks without any business?

A. That is a public place; they come in there and stand around in the railroad office, come in with companions, and at times you will find any way from 30 to 40 people in the office. Oh, yes, they permit it, but they do not allow them to go in the enclosure.

Q. Who else of your friends call to talk over various matters, social and political, and spend a few minutes a day with you?

A. I have got numerous friends. What, do you want me to give names?

Q. I would like to know how many there are come in and spend 15 minutes at a time with you?

A. I know probably a half dozen.

Q. How often do they come in?

A. Some come in every day; some once a week.

Q. Do you know their last names?

A. Some of them.

Q. Does Francis directly or indirectly, or any way, to your knowledge, send any telegrams through the Western Union office?

A. No, sir.

Q. Do you say positively that he does not send any?

A. Just the one I spoke about; that is the only one I know.

Q. Do you get any telegrams that are merely signed "John?"

A. No, sir; we get them from people from time to time, that sign only their surnames, but I can not say that I get any merely signed "John."

Morris Kromback, being called by the government and sworn, testifies as follows:

By Mr. Bundy:

Q. Where do you live, Mr. Kromback?

A. 1204 Main street.

Q. What is your business?

A. I am a receiver at the Western Union Telegraph Company.

Q. How long have you been receiver at the Western Union Telegraph Company?

A. I have been receiver for the past three years.

Q. What hours are you on duty?

A. From 7 o'clock in the morning until 5 at night.

Q. Were you on duty during the months of September and October of last year, and months preceding that?

A. Yes, sir.

Q. In the same capacity?

A. Yes, sir.

Q. At the office on the ground floor, Fourth and Vine streets, this city?

A. Yes, sir.

Q. Do you know this man John Francis?

A. I know him by sight.

Q. How often have you seen him?

A. Well, I see him occasionally.

Q. Well, how often?

A. Well, I don't—some times twice a week, some times three times a week.

Q. Don't you see him some times twice a day?

A. No, sir.

Q. What hours does he come in there?

A. Well, generally I see him around—well, some times around 12 o'clock.

Q. What does he do when he comes there?

A. Well, he does not file no messages.

Q. Does not file papers with you?

A. No, sir.

Q. Hasn't he handed you papers?

A. Well, very seldom; no, he never does.

Q. He never does?

A. No, sir.

Q. Very seldom?

A. He never handed me papers.

Q. What does he hand you?

A. Nothing.

Q. You are sure of that?

A. I am.

Q. Did you ever see him there about 5 o'clock in the evening?

A. I get off a few minutes before five.

Q. What does that man do when he comes into the office of the Western Union Company?

A. Well, he generally speaks to Mr. Woellner.

Q. Who else?

A. Mr. McClure some times, then myself on topics—occasional topics.

Q. What does he talk to you about?

A. Oh, about the weather, or anything like that.

Q. He never talks to you about business?

A. No, sir.

Q. How long does he stay in there at a time?

A. Oh, he don't stay there no longer than a half minute, maybe not that long.

Q. Didn't he come in there some times and stand 15 minutes talking about the weather and general topics of that sort?

A. No, sir; not to my knowledge.

Q. Do you see him every time he comes in about the noon hour?

A. Not every time; some times I am so busy I can't see him.

Q. Isn't it a fact that he has handed you hundreds of papers or messages?

A. No, sir.

Q. Within the last two years?

A. No, sir; he has not.

Q. Do you swear to that positively?

A. I do; that he handed me papers.

Q. Do you understand that you are called upon to *testify the truth and whole truth and nothing but the truth*?

A. Yes, sir. You are stating about him handing me papers?

Q. You are called on to tell the whole truth. Do you say he never handed you papers?

A. No, sir.

The Court:

Q. Did he bring papers there that you got possession of?

A. Well, he never—

Q. Answer the question—

A. I never had possession of any papers. I might handle it unknown.

Q. I am talking about what you know now. Did he ever bring any papers there into your office that came into your hands whether he handed them to you or not?

A. Well, I can see papers going up stairs.

Q. From him?

A. Some times from him.

Q. Who sent them up stairs?

A. Well, whoever is there. I am very seldom there at the time the papers come in.

Q. What time do they come in?

A. Well, they come in after 12 and after 5.

Q. Every day?

A. To my knowledge; yes, sir.

By Mr. Bundy:

Q. What does he do with them when he brings them in?

The above question is objected to as leading, the court overrules the objection.

A. He don't bring them in all the time.

Q. When he does bring them in, what does he do with them?

A. Well, I am very seldom there at the time they are brought in.

Q. Well, when he sees them—what does he do with them when you are there?

A. He gives them to the receiver.

Q. Some times he gives them to Woellner, some times to you, is that correct?

A. It is.

Q. And you simply put them in a box and send them up stairs?

A. That is all I do.

Q. Under what name?

A. No name.

Q. Does he send them in the name of John Francis?

A. I never look at anything.

Q. They send them up; you don't know what they are or anything. Does he pay for them when he sends them in or does he run an account?

A. I could not say; he don't pay for them.

Q. He don't pay for them. Is there any name signed to them?

A. I can't see them.

Q. Why can't you see it?

A. I never look at them at all. I just send them up without looking at them.

Q. Are they in cipher or long-hand?

A. I could not say. I never seen them.

Q. Do you send other messages up stairs without looking at them, all other messages?

A. Well, I do a whole lot. These telephone confirmation copies, I get from different customers, you know, I send them up the pipe without looking at them.

Q. That means that there is some special arrangement in regard to this class of telegrams, does it not?

A. Well, I could not state; there might be and there might not be. I don't know anything about any arrangement.

Q. Who gave you instructions to send them up stairs without looking at them?

A. No, sir; I seen the other receivers do it. I just followed their course.

Q. What other receivers did you see doing it?

A. Mr. McClure.

Q. Who else?

A. Mr. Woellner.

Q. Who else?

A. That is all.

Q. Why didn't you look at those telegrams when they were brought in there—were they sealed up?

A. I never looked at them at all.

Q. Why not?

A. I never do.

Q. Why don't you?

A. I never have looked.

Q. How long did you say you have been employed there?

A. I have been in the telegraph business for the last ten years.

Q. How long have you been employed at the receiving desk?

A. Oh, about 3 years.

Q. Did you have any instructions as to how you should testify before you came on the stand?

A. None.

Q. In this case?

A. No, sir.

Q. Did you talk with the manager of the company or with the assistant manager or anybody else?

A. The manager didn't say anything to me at all.

Q. Well, who did say anything to you?

A. Well, Mr. Woellner told me to tell what I knowed if they asked me to—to come right out with the truth: that is what he said to me.

Q. Why did you say then on your direct examination that Francis never handed you any papers of any kind, and never handed anybody else any that you saw in that office, if you were told to tell the truth?

A. Some times he handed them and some times he didn't.

Q. Is that the only explanation you have to make?

A. Well the only explanation I have got—I am not used to being in the court room, or anything like that.

Cross-Examination.

By Mr. Shay:

Q. Have you any distinct recollection of this man ever handing you a telegram?

A. I have not—not a telegram—not of any telegrams.

Q. Do you recall of him having telegraphed with reference to the birth of his child to his brother in Chicago?

A. No, sir; I do not. I don't remember anything like that.

Q. How many offices is there in your building?

A. How many offices?

Q. On what floor?

A. Well, there is the railroad offices, you know; there is the Empire line; the Big Four have an office; a couple of freight offices, you know; the West Shore—not the West Shore, but the Empire, W. S. Morrill, all three or four right there together.

Q. As many as 5 or 6, is there not?

A. Yes, sir.

Q. All on the same floor?

A. Yes, sir.

Q. The same entrance?

A. Yes, sir.

Q. And nothing separating except your counter?

A. Only the counter.

Q. You have been there for how long?

A. I have been receiver there for three years.

C. H. Woellner, being recalled, testifies as follows:

By the Court:

Q. Mr. Woellner, when you were on the stand last, I understood you to say, in substance, at least I am not undertaking to repeat your language, that the defend-

ant, Francis, never handed you or brought in messages or papers to the office?

A. You understood me to say that he never brought—why, the question was put, I think, "does he bring" by the district attorney, I said, "No, sir, he does not."

Q. Were you drawing fine points upon questions asked you—were you withholding any truth?

A. No, sir.

Q. That you ought to tell to this jury?

A. No, sir.

Q. Well, now, I ask you whether this man Francis brought papers there that you received—whether he handed them to you or not?

A. He did, yes, sir,

Q. What did you do with them?

A. I sent them up stairs.

Q. Where up stairs?

A. Through the dummy pipe which goes into the operating room.

Q. Through the dummy pipe which goes into the operating room?

A. Yes, sir.

Q. Under whose direction did you do this?

A. Under the manager's direction.

Q. They went into the operating room to be sent out by the operator?

A. Yes, sir.

Counsel for the defendants move the court to rule out so much of the testimony of the witness as was in answer to interrogatories by the court, the court overrules the motion, to which ruling of the court counsel for the defendants at the time excepted.

By Mr. Bundy:

Q. You say this was done under the instructions of the manager—who is the manager that gave those instructions?

A. Mr. Page is the manager.

Q. Who gave the instructions?

A. All the instructions came from him; through him, or whoever has charge of his work when he is not there.

Q. Did he give you instructions as to this particular class of telegrams brought in by Mr. Francis?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. Did he give me instructions?

Q. With reference to this class of telegram—brought by Francis?

A. I can only say that he must have, because if I remember correctly, it dates back several years. All instructions coming from him necessarily must have come from the manager.

Q. These telegrams were brought in generally twice a day, were they not?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. To my knowledge once.

Q. How were they signed?

A. They were enclosed in an envelope, which was sealed and not opened by me.

Cross Examination.

By Mr. Shay:

Q. Whether it was telegrams or what it was you don't know?

A. I assume they were, because that is what business we are in.

Q. But you don't know?

A. I didn't see them.

Charles E. Page, being recalled by the government, testifies as follows:

By Col. Bundy:

Q. You are local manager, I believe, I understood of the Western Union Telegraph Company?

A. Yes, sir.

Q. Is Mr. Woellner under your orders?

A. Yes, sir.

Q. And directions—and the other receiving clerks likewise?

A. Well, Mr. Cromback and Miss Madden and Mr. McClure; these are the receiving clerks.

Q. Now, Mr. Page, it developes that Mr. Francis, one of the defendants in this case, has gone generally twice a day to the Western Union Telegraph Office in this city and delivered certain papers, which the receiving clerks sent up stairs in the chute for transmission without reading, that those messages are charged for; will you please tell us in whose name the account is kept therefor?

(The above question is objected to.)

Q. That these papers so delivered to the receiving clerks were not paid for in cash at the time?

The Court:

I think the question is objectionable in form. Bring Mr. Page's attention directly to the matter about which you want him to testify without assumptions which this question contains.

Q. Mr. Page, are there any messages delivered to the Western Union Telegraph Company in this city, at about the hours of noon and 5 o'clock generally daily for transmission, which are charged to an account and not paid for at the time?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. Messages are being filed with us at all hours of the day.

The Court: Confine yourself to these hours.

A. 12 and 5, you say?

Q. Yes, certain messages, delivered generally at 12 and 5 o'clock?

A. Which are not charged for?

Q. Which are not paid for in cash, but are charged?

A. Yes, sir, such messages are delivered to us.

Q. By whom?

A. I could not answer that question—by various parties; there is scarcely a minute in the day but what some one is at our counter filing these telegrams of all characters. I never see them myself.

The Court: Ask him directly with reference to the defendant, Francis.

Q. Do you know who pays for the telegrams, or in whose name the account is kept that are sent by the defendant, Francis, through your office?

A. I do not. I testified yesterday, I think, that I never met this man, and I do not now recollect of ever meeting him.

The Court:

Call his attention to the testimony of the two receivers directly, and ask him what he knows about that and what instructions he gave—what was done with those messages that are sent up the chute.

Q. Now, as to certain papers that are sent up the chute in the Western Union Telegraph Office, under your

directions at about 5 o'clock and 12 o'clock every day by the receivers, what is done with those?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. Any messages that are sent up?

Q. I want to know about these. You know what I wish to know about, Mr. Page.

The Court:

You may ask him directly what you want to know.

Q. Aren't there policy messages sent through the office of the Western Union Telegraph Company?

A. I have no personal knowledge that there is.

Q. Aren't there lottery messages sent through the office of the Western Union Telegraph Company?

A. I have no personal knowledge by seeing those messages or handling them that there is.

Q. Haven't you a business knowledge that those things are done?

(Above question objected to and overruled.)

A. You ask me if I have any business knowledge. It has been my understanding for years, in fact—

Q. Well, answer the question—don't give us your understanding. Answer that question. Have you any business knowledge that lottery messages are being filed with you?

A. That lottery messages are being filed with us, yes, I have.

Q. By whom in October, along about the 1st of October of last year?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. Well, I can't state definitely, because I never come in contact with them. I never handle them.

Q. Who does from your office—who makes these contracts with them?

A. There is no special contract to my knowledge with any lottery concern for handling their messages. They are handled just the same as we handle any business for the general public.

Q. To whom did you charge these accounts in October of last year?

(Above question objected to.)

Q. The accounts for lottery messages which he says goes through the office?

The Court:

Bring his attention to these in question that come from Room 64.

Q. Do you know of any messages, lottery messages, that come from Room 64 of the St. Paul Building?

A. Not from my personal knowledge.

Q. Well, from your business knowledge as manager of that concern?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. From my business knowledge I do know what arrangement was made sometime ago, I don't know exactly the date, possibly within the last year, with the District Telegraph Company, connected with the Western Union, which is an independent corporation, that picks up and delivers Western Union telegrams—I do recollect now of an arrangement being made to bring in messages from the St. Paul Building; I can not say from this particular room that you specify, and why I recollect it is this, that the manager of the District Company, who is under my jurisdiction, spoke to me about a rate that these people wanted for bringing in messages, somewhat different from the regular rate that is generally made for that service, but I never saw any of their messages in all my connection with the telegraph company to my knowledge.

Counsel for the defendants move the court to rule out the above answer of the witness. The court withholds his ruling for the present.

Q. You are also the manager of the District Telegraph Company, are you not?

A. I am secretary and treasurer and general manager of that company, yes, sir.

Q. With whom was that contract made?

A. There was no written contract made to my knowledge.

Q. Very well, I don't care whether written or verbal?

A. Verbal arrangement was made with the chief clerk of that department, Mr. T. W. Timberlake.

Q. Who was the party at the other end of the line from the St. Paul building?

A. I can not answer that question definitely. Mr. Timberlake probably would know.

Q. Who pays the bills?

A. I can not answer that definitely.

Q. Are these messages that come in that way signed?

A. I never saw any of them, I could not answer that question.

Q. Do they pay by check or by cash?

A. I could not say that either.

Q. Who is the cashier of that concern?

A. Mr. Rector, F. L. Rector is the cashier of the District Company; he handles the funds.

Q. Now, Mr. Page, don't you know, as a matter of fact, that this man, John Francis, comes to the Western Union Telegraph Office, on the corner of Fourth and Vine Streets, generally twice a day, and delivers these messages himself, and that they are sent through your office?

A. I never saw him there delivering any messages, I naturally would not, because it don't come under my notice. I seldom ever pay any attention to anybody that is at the counter.

Q. You know what this case is about, don't you?

A. Only by hearsay. The first I knew anything about it is when I was subpoenaed yesterday.

Q. Do you know you are called upon to tell the truth, the whole truth and nothing but the truth?

A. I am perfectly willing to answer any questions that are put to me according to the best of my knowledge and belief, I am not here to evade any questions at all.

By the Court:

Q. Mr. Page, two of the receivers in the employ of your company testified that the defendant, Francis, has for some time been bringing papers, rather a package, a sealed package or sealed packages and delivering them to the receivers, who, under instructions from you as general manager, sent them up the chute to the operating room. I will ask you to tell the jury whether you know anything about that.

A. I can not say that this man Francis, because I do not recognize him; I have never had any business relations with him to my knowledge. I can not say that he has ever brought any packages there, but in a general way, without any personal knowledge whatsoever, I do know that such packages are being sent into our office; they are being sent to our operating department; I never saw one of these packages; I never saw anything contained in the packages; I only know in a general way that such messages are being brought in that are termed lottery messages.

Counsel for the defendants move the court to rule out the above answer. The court takes the motion under advisement.

By Col. Bundy:

Q. In whose names are these lottery messages sent, or to whom are they charged in your account?

(Above question objected to.)

A. I don't know in whose name they are sent, for I have never seen a message. How could I tell in whose name they are sent? I have testified repeatedly that I have never seen any of these messages, I am telling the truth.

Q. Will you find out in whose name they are and come back and tell us?

A. If the court will make such an order that will protect the Telegraph Company under our rules in such cases. I am perfectly willing to do anything the court directs.

The Witness: As I understand it, the court directs me to examine our files for any date in September or October?

The Court: From the 1st of October to the 6 of October, with a view to finding and ascertaining the names of persons by whom these messages are sent, if you have them, messages that come from the St. Paul Building in sealed packages and were taken by the receivers and sent up the chutes to the operating room without opening them. That information you can get. You can get the information from the receivers or from the operators.

Charles Hirschman, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. Your name is what?

A. Charles Hirschman.

Q. What is your official position? Do you hold an office in city of Cincinnati?

A. Assistant Deputy Police Court Clerk.

Q. Have you the bond that was signed to release Peter Edgar from prison upon the 4th or 5th day of October, 1899?

A. I have.

Q. Will you produce it? (Witness produces bond.) Is that the original bond?

A. This is the original bond, yes, sir.

Q. Will you look at the bond and state who signed it as bondsmen?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. C. W. Reilley.

Cross-Examination.

By Mr. Shay:

Q. Mr. Hirschman, were you present at the time this bond was signed?

A. No, sir, I was not.

Q. Did you see Mr. Reilley sign this bond?

A. No, sir.

Q. Do you know that it was executed by Mr. Reilley?

A. Not to my knowledge.

Q. Are you acquainted with his signature?

A. I could not say that, no.

Q. Can you tell who witnessed this signature?

A. Mr. Menke made out the bond; J. B. Menke.

Q. Where is Mr. Menke now—is he around at the Police Building?

A. I don't know; I think he is; he ought to be there now.

Q. Will you go back and send him here?

A. Yes, sir.

(Upon application of counsel for the defendants the court rules out the above testimony of this witness.)

F. S. Kyle, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. Where do you live, Mr. Kyle?

A. I live in Covington, Kentucky.

Q. Whereabouts in Covington?

A. Seventh and Garrard, 703.

Q. What is your business?

A. Printer.

Q. Where is your printing establishment?

A. 529 Madison Avenue.

Q. Covington?

A. Yes, sir.

Q. I will ask you if you have printed in the year 1899 what is known as official prints for lotteries?

The above question is objected to by counsel for the

defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. Not that I know of, no, sir.

Q. Did you ever print papers similar to that (showing witness Exhibit 3)?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. I never printed any that I know of myself, no, sir.

Q. Were they printed in your office?

A. I don't know whether these were printed in my office.

Q. Similar to that?

A. There might have been some similar, yes, sir.

Q. Well, state whether they were or not.

(Above question objected to.)

A. Well, I think they were, yes, sir.

Q. Who printed them?

A. I think a fellow by the name of Frazier.

Q. What is his first name?

A. John T.

Q. Is he present to-day here?

A. Yes, sir.

Q. In the witness room?

A. Yes, sir.

Q. Who was Mr. Frazier working for?

A. He was in partners with me, sir. I did the outside work.

Q. You and he were partners when these were printed?

A. Yes, sir; I think we were.

Q. How often did you print these?

A. I could not say, sir.

Q. Well, your best judgment—every day?

A. Well, I think it was every day for awhile, yes, sir.

Q. How are they printed?

A. Well, I could not say, Mr. Frazier attended to that and I attended to the outside.

Q. Who paid for them?

A. I don't know who paid for them.

Q. Does Frazier know?

A. I don't know whether he does or not.

Q. Who would know if you don't know or Frazier didn't know?

(Above question objected to.)

Q. Can you answer that?

A. No, sir; I could not.

Q. Would there anyone else in your employ have the right to receive payment for this work?

A. Yes, sir; they would.

Q. Who?

A. Nobody but Mr. Frazier would be.

Q. You or Frazier would be the ones that would be paid?

A. Yes, sir.

Q. Who besides you and Frazier would receive instructions of the numbers to print?

A. Nobody else.

Q. What time in the day would you receive instructions to print these numbers?

A. That I dont' know.

Q. Who does know?

A. I suppose the one who took charge of the inside, Mr. Frazier.

Q. Mr. Frazier?

A. Yes, sir.

Q. Where were they sent after they were printed?

A. That I could not say. They were called for I think.

Q. Who called for them?

A. I don't know, sir. There was different parties, I think.

Q. Do you know any of the parties?

A. I do not.

Q. What time in the day would they call?

A. That I don't know.

Q. Who would know? Would your partner know?

A. I suppose so.

Q. Do you know where they were delivered at all?

A. No, sir; I don't think they were delivered.

Q. I will ask you if you don't know as a matter of fact that they were delivered across the river to the place of business of Charles W. Reilley, a defendant here?

A. No, sir; I do not.

Q. I will ask you if you don't know that Mr. Frazier was not arrested with these papers upon him at one time?

A. I do, sir.

Q. When he was arrested he was taking them to Mr. Reilley's place of business, wasn't he?

A. That I don't know.

Q. Did you say that you know that Mr. Frazier was arrested with these papers upon his person at one time?

A. I do, sir.

Q. Then, he delivered them sometimes himself, did he?

A. He delivered them, yes, sir, I think.

Q. What do you mean by saying people called there for them?

A. There was people called there for them.

Q. Who?

A. I don't know who they were.

Q. How many times did people other than Frazier take them from your place of business?

A. I could not say, sir, because I don't know. I was not about the place enough to know at the time.

Q. Mr. Frazier was the one who generally delivered them then was he?

A. Yes, sir; that is, when he was arrested over here, I looked into the matter and inquired about the things—

(Objected to.)

Q. Who keeps the books?

A. I keep the books, sir.

Q. Who did you charge these to?

A. They was not charged to anybody, these was cash.

Q. When was it paid the cash, each day?

A. No, sir.

Q. When or how?

A. I think it was paid once a week.

Q. Did you keep an account of the printing from Monday until the end of the week when they were paid for?

A. Yes, sir; that was kept in the press room.

Q. Did you ever send a statement of account to anyone for this printing?

A. No, sir; I did not.

Q. Do you know who paid for this?

A. I do not know, sir.

Q. Do you know Charles W. Reilley?

A. No, sir; I do not. I don't think I would know him only by hearsay in the papers.

Q. Do you know of a man by the name of Richmond?

A. I know of him, yes, sir.

Q. Do you know him?

A. I do not. I am not personally acquainted with him.

Q. Do you know of a man by the name of Myers?

A. I do not. I know him by sight. I am not personally acquainted with him.

Q. Did either of these gentlemen ever call for them?

A. No, sir.

Q. Did either of these gentlemen pay for them to your knowledge?

A. No, sir.

Q. Do you know the defendant here, John Francis?

A. No, sir.

Q. Do you know the gentleman I mean, sitting to the left of Mr. Shay?

A. I don't know him.
Q. Did you ever see him before?
A. I don't think I did.
Counsel for the defendants moves the court to rule out the whole testimony of the above witness. The court withholds judgment for the present.

J. G. Frazier, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. Where do you live?
A. 808 West 7th St.
Q. Where?
A. In this city.
Q. Cincinnati?
A. Yes, sir.
Q. What is your business?
A. Private detective.
Q. What was your business in '99?
A. The same as it is now.
Q. Were you in partnership with a man named Kyle in the printing business?
A. No, sir.
Q. Were you ever in partnership with him in the printing business?
A. No, sir.
Q. Did you ever work for him?
A. No, sir; I don't know him.
Q. Were you subpoenaed in this case?
A. Why, I was in court here this morning, they grabbed me and said I was a witness; I told them that I knowed nothing about the case, and they insisted that I did and I told them I didn't.

J. T. Frazier, being called by the government and sworn, testified as follows:

By Mr. McPherson:

Q. Where do you live?
A. In Covington, Kentucky.
Q. What street number?
A. Well, at present, I don't know the street number there where I live.

Q. What is your business, Mr. Frazier?

A. Printer.

Q. What was your business in the year '99?

A. I was a printer at that time.

Q. Where do you work?

A. I work for the Kyle Printing Company.

Q. How long did you work for the Kyle Printing Company?

A. About to the best of my knowledge a year or a little over, probably not that.

Q. While you were working for the Kyle Printing Company, did you print each day a number of papers similar to that?

A. For a while, yes, sir.

(Showing witness Exhibit No. 3.)

Mr. Shay:

The same objection to each of these questions.

Q. For whom did you print them?

A. We didn't print them for any body in particular. The orders came in just the same as any other order of printing would come inside the place.

Q. Who gave you the order?

A. It was brought in by first one party then another.

Q. Who were they?

A. I don't know who they were at the time—I don't know their names.

Q. Where was it brought from?

A. From some place in Covington, I think; I don't know; I know nothing about that, of course, in a printing office that way probably we would have been a little bit better off if we would have asked more minutely about where these things come from, but then it is not the custom to ask such things as that, and the consequence is, I could not state exactly where these things came from.

Q. Did you ever ask where they came from?

A. No, sir.

Q. Who did you charge them to?

A. They were not charged to anybody?

Q. Who paid for them?

A. They were paid for when they were delivered on this side of the river.

Q. When they were delivered on this side of the river each day?

A. Yes, sir, each day.

Q. Who delivered them?

A. I delivered them.

Q. To whom did you deliver them?

A. I delivered them—I don't know the parties I delivered them to.

Q. Where did you deliver them?

A. Why, the principal part of the time they were delivered at—down here on Vine street—I think it is Pearl and Vine or Third and Vine. The principal part of the time.

Q. Where the other part of the time?

A. The other part of the time they were delivered on Sixth street.

Q. Whereabouts on 6th street?

A. Delivered in a saloon there on Sixth street.

Q. What number?

A. I don't know the number.

Q. Who paid you for them when they were delivered there on Sixth street?

A. The party that I delivered them to.

Q. Do you see the party in court?

A. No, sir; I do not.

Q. I will ask you if that is the gentleman that you delivered them to?

A. No, sir.

Q. Mr. Reilley?

A. No, sir; I never delivered them to him.

Q. Did you ever see him before?

A. I can't say that I ever seen him before—I have seen him before just about the same as I would see any of the rest of them.

Q. How do you mean about any of the rest of them?

A. Any people that I would deliver the things to; first one day they were delivered to one party, the next day they were delivered to another.

Q. Who were they delivered to then—do you know the names of any of them?

A. No, sir; I do not.

Q. How many times did you deliver them, Mr. Frazier?

A. I don't know exactly how many times. I probably delivered them—I could not say exactly. I may have delivered them 50 or 60 or 100 times.

The Court: To a different man every time you say?

A. Not always to a different man.

Q. Do you mean to say they would be paid for each time of delivery?

A. No, sir; they were paid for on Saturdays generally.

Q. Who paid for them?

A. The party that I gave them to on Saturday.

Q. Who would you give them to on Saturday?

A. Give them to the man that was generally in the accustomed place.

Q. Where was the accustomed place?

A. There on Sixth street or on Vine street.

Q. Whereabouts on Sixth street?

A. There in a saloon on Sixth.

Q. Whereabouts in a saloon on Sixth?

A. The saloon is between— let's see, it is between Walnut and Main or Vine and Main.

Q. Where is it with reference to Drury's Hotel from here?

A. I don't know where Drury's hotel is.

Q. 114 East Sixth street?

A. I don't know the numbers along there.

Q. Where is it with reference to the Times-Star building?

A. Right back of the Times-Star Building.

Q. You say where you delivered them was right back of the Times-Star building?

A. Yes, sir.

The Court: Fronting on Sixth street?

A. Yes, sir.

Q. The north side?

A. The north side of the street.

Q. The next building to the Times-Star?

A. I delivered them in a saloon generally.

Q. Was it the next building to the Times-Star?

A. Yes, sir; the next building to the Times-Star.

Mr. McPherson:

Q. Don't you know that is Reilley's place?

A. No, sir; I don't know whose place it is.

Q. Did you ever see him in there?

A. No, sir; I never seen him in there.

Q. You never delivered these papers to him?

A. No, sir; I never did.

Q. He never paid you for them?

A. He never paid me for them.

Q. Describe the man whom you did deliver them to?

A. Well, I don't know as I could give you any description of him; you see this has been a year or so ago.

Q. You seen him every day and every week?

A. I didn't see him every day. I didn't see the same party every day.

Q. Describe the first party you gave them to upon Saturday here next to the Times-Star building?

A. The fellow I gave it to there to the best of my knowledge was a short fellow that wore a light suit. I don't know how you would describe him—light complected.

Q. What did they call him?

A. That is another one I don't know.

Q. Did you ever hear his name?

A. No, sir; I never heard his name.

Q. How did you speak to him when you would go in?

A. I didn't speak to him at all; I just seen him—I knowed him; they knew me.

Q. How would you know who to deliver them to?

A. I delivered them to the party that asked me for them.

Q. How would he ask you for them?

A. When I would go up there, he would walk up and ask me for those things.

Q. Did you have a telephone in your building over in Covington, in the printing office?

A. No, sir.

Q. Who made the arrangement first to print these tickets?

A. I don't know who did.

Q. Did you make the arrangement?

A. No, sir.

Q. With whom was it made?

A. I don't know who the first arrangement was made with.

Q. Did you have a partner in that business?

A. Yes, sir.

Q. Who was that partner?

A. Mr. Kyle.

Q. Did Mr. Kyle ever receive payment for these?

A. I don't think he did. I know he did not.

Q. Did he make the arrangement to print them?

A. No, sir.

Q. Who did?

A. There was a printing office bought at the time and that printing office over there was doing this work, and we just followed up what they were doing; that was all, only it has changed hands and changed location; at that time we just continued their line of work just the same as they did.

Q. About what time of day did you get notice to print the numbers?

A. Sometimes about 11 o'clock and sometimes later than that; they didn't come in at any regulation time. There was no regular time that I know of anything about. I know we didn't have any regulation time for that at all; of course it was between, always between 11 and 12 o'clock, but as far as stating a specified time, I could not do that.

Q. Always within an hour?

A. Yes, sir.

Q. Then in the evening you would get the numbers to print again?

A. Yes, sir; then between 4 and 5.

Q. Who would bring these numbers to your office?

A. First one person then another.

Q. How many different persons were there?

A. I don't know, there was a dozen or more, as far as that part was concerned.

Q. How were they brought to your office?

A. Just simply a slip of paper with some numbers on it, that was all.

Q. Can you describe to the jury the appearance of the person that brought them to your office?

A. I could not do that very well either for the simple reason of the different people or parties that brought them there; sometimes he was a big man and sometimes a little man and things of that kind.

Q. When he was a big man, describe the big man?

A. When we first got them a heavy set fellow brought them in there.

Q. Describe his appearance to the jury?

A. I don't know. You would have to give me an outline, I am not a very capable hand at that business.

Q. Did he have a full beard?

A. No, sir; he had no beard at all.

Q. Smooth face?

A. Smooth face.

Q. How tall was he?

A. I guess he was about—he must have been 5 feet or a little over, or something of the kind.

Q. Five feet?

A. Yes, sir.

Q. Rather small man was he—how old was he?

A. He was about my size. I guess he was about probably 35 years old.

Q. What was the color of his hair?

A. His hair was light.

Q. Did you ever see him at any other place or time than when he delivered these numbers to you?

A. I seen him around some saloons over there in Covington different times.

Q. Did you learn his name?

A. No, sir.

Q. Did you ever try to find out his name?

A. No, I never tried to find out his name.

Q. Did you ever hear anyone call him by name—his first name?

A. No, sir.

Q. Did you know the first or last name of any of the people that brought these numbers to you for printing?

A. No, sir, I did not.

Q. Or to whom you delivered them?

A. No, sir.

By the Court:

Q. During what time were you dealing with them?

A. I don't know—I can't—I don't remember exactly when the time was.

Q. Well, about what length of time?

A. Well, probably about 5 or 6—4 to 5 months, something in that neighborhood.

Q. How often would you see them?

A. Well, I would say, sometimes maybe I would see one party 3 or 4 days, maybe I would not see him—

Q. Once or twice a day?

A. Sometimes once a day. Maybe one party once then somebody else afterwards.

Q. How many different persons?

A. I don't know. To the best of my recollection there must have been a dozen or more at least, if not more than that.

By Mr. McPherson:

Q. I understood you to say these were printed twice a day, in the morning between 11 and 12 and in the afternoon between 4 and 5?

A. Yes, sir.

Q. And were delivered across the river here each day in the morning and evening?

A. They was not delivered across the river each day in the morning; sometimes they came over there and got them; the same party that would bring the slip would come back and get them.

Q. You didn't deliver them every time?

A. Not every time, no, sir.

Q. How much of the time did you deliver them?

A. I delivered them, probably, I don't know exactly how often—it may have been 3 months, it may have been less or more.

Q. At the time you delivered them you delivered them twice a day?

A. I delivered them twice a day, yes, sir, a good deal of the time.

Cross-Examination.

By Mr. Shay:

Q. You say you ceased printing papers like unto these about a year ago?

A. I didn't say. I say it was a year or more ago that this business—that I ceased to have anything to do with this business—that was it, a year or more ago.

By Mr. Shay:

I renew my motion as to all of the questions and answers of this witness, that they may be ruled out.

The Court:

Before the case is concluded, I will rule on this testimony and the testimony of the preceding witness.

J. B. Menke, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. Your business is what?

A. I am one of the deputy clerks of the Police Court.

Q. That is your signature to this bond?

A. That is my signature.

Q. Can you state the gentleman who made that signature—did you see him make it?

A. I did.

Q. Do you know the gentleman?

A. I do.

Q. Could you recognize him in this court room?

A. Yes, sir.

Q. Is that the gentleman (pointing at Reilley)?

A. It is.

Said bond is offered in evidence by counsel for the government and marked Exhibit No. 17. Said bond is here attached.

Counsel for the defendants object to the receiving of said bond in evidence, the court overrules the objection, to which ruling of the court counsel for the defendant at the time excepted.

Cross-Examination.

By Mr. Shay:

Q. Did you see Mr. Reilley sign that bond?

A. Of course there are so many bonds signed there that I possibly might not be able to testify that I remem-

ber that he signed that particular bond.

Q. The question I asked you is, did you see him sign it—have you any recollection now that you saw him sign it?

A. I can not say that I did.

Q. Are you acquainted with his signature?

A. I am.

By Mr. McPherson:

Q. Is that his signature?

A. That is his signature.

William E. Bundy, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. You are the District Attorney for the Southern District of Ohio?

A. Yes, sir.

Q. Did you present this case to the grand jury, Mr. Bundy?

A. Yes, sir, most of it.

Q. I will have you these exhibits found in this paper and ask from whom you received them and when?

A. I received them from Sergeant Clawson, a police officer in the grand jury room on the day that the indictment was returned.

Q. In whose possession have they been since that time until this?

A. I put them in the safe in the District Attorney's office, and they have been there until they were brought into this court room.

Q. That is the only one that has been introduced in evidence, and this, you received that from whom and when?

The Court:

What are these papers? What exhibits?

Mr. McPherson:

These are Exhibits 6, 7, 8, 9 and 10.

A. I don't recall from whom I did receive this Exhibit No. 5, but I received it from someone at that time and put it in this envelope. That is my handwriting marked "Lottery Cases," and together with the other envelope it was placed in the safe, but from whom I re-

ceived it, I don't know. It might have been Mr. Pelton or it might have been the sergeant or Mr. Harrison.

Cross-Examination.

By Mr. Shay:

(No cross-examination.)

Counsel for the defendants move the court to rule out the testimony of the above witness, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. L. France, being recalled by the government, testifies as follows:

Mr. McPherson:

Q. Mr. France, you stated in your examination on yesterday that you were familiar with the way lotteries were conducted—policy—I wish you would take these exhibits, Exhibits 5, 6, 7, 8, 9 and 10, and explain to the jury what they are. First start with Exhibit 8 and explain it—what did that purport to be?

(Above question objected to.)

Q. Do you know whether policy was played in October, '99, the same as it was when you were in the business?

A. No, sir, I know nothing about that date.

Q. You know nothing about that date. Well, what kind of tickets or slips were used when you were in the business?

(Above question objected to.)

Q. Calling your attention to the ticket you have in your hands; were such tickets as that used when you were in the business?

A. Yes, sir, that was the usual form of ticket.

The above question and answer objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

Q. What does that purport to be?

A. That would purport to me to be two 4 numbered rows and number 75 played in what they call day number, that is, the number to come out by itself without any combination. I see at the bottom of it "Kentucky." I don't know what that means, whether 1st or 12—I don't understand that.

Q. As far as the player is concerned, what does that represent to the player?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. That would represent his ticket to the player. A memorandum of the numbers that he had played.

Q. What was the ticket good for to the player?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. Why, this simply is, I say, a memorandum of his play. If those numbers are drawn from the wheel, are the successful ones, this may be a winning ticket, and it may not be; it may be worth something; it may have no value at all.

Q. Showing you Exhibit 9, what is that?

A. Similar to the one I just had, only this consists of five four numbered rows, played in what I would consider the Kentucky Lottery, "Ky." at the bottom for 5 cents.

Q. Those tickets are issued when, before or after the drawing?

A. Before.

Q. Showing you Exhibit 7?

A. Similar to the one I just spoke of; there is five four numbered rows, played in the Kentucky Lottery.

Q. Showing you Exhibit 10?

A. Exhibit 10 shows to me that there are two five numbered rows and day number 75, played in Kentucky Lottery.

Q. Showing you Exhibit 6?

A. One five hundred row in the Kentucky Lottery.

By the Court:

Q. I observe, Mr. France, that the amount paid differs, what is the significance of the difference?

A. The difference is in this, sir, very often in making plays they either put the amount or their rating. What I mean by that, the amount that they will win, which shows the amount.

Q. I can not hear a word.

A. Very often, sir, in making up the book, some vendors will leave out the amount entirely and put the rate in. For instance, they pay 200 for 1, if you play 1 or 3 numbers, they may put it $200; the office would know that the play was nothing but one dollar.

Q. Sometimes it is 5 cents?

A. It may be 5 cents, 20 cents or 15 cents.

Q. What is the difference?

A. The different amounts played on those numbers; for instance, five numbers constitute what we call in lottery parlance 10 gigs, a gig is three numbers; there are combinations of ten three numbers in a five numbered row. If you would place 10 cents on five numbers, that would be one cent a gig, and they pay in that proportion according to the 3 numbers out. That is, they pay 200 for 1. If you would play 10 cents on five numbers, and you win three numbers of those, would be entitled to $2 pay, 200 for one. Either amount of money carried out on the ticket of vendor's book, or rating, as we call it, is the same. It indicates how much money they are entitled to pay in the office.

Q. The winning is in proportion to the investment, and the character of the investment?

A. Entirely, and the character of the investment.

Q. What is the element of chance involved in the play of policy?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. There is a calculation made, but I have really forgotten it, Mr. McPherson; I don't remember what it is. I think there is one chance in—I have forgotten whether 3 or 4 thousand, or 6 or 7 thousand. I have really forgotten.

Q. One chance in 6 or 7 thousand ordinarily?

A. That is in 3 numbers out of 78. I think 78 numbers make over seven thousand combinations of three numbers. Of course, you have that number of chances against you in getting three numbers out of 78. That is my recollection. I have forgotten, though, just the calculation.

Q. I hand you now a book, Mr. France, tell the jury what that book is.

The above question is objected to by counsel for the defendants, the cout overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. I should call that a check book.

Q. For what?

A. Used for sending, transmitting, making out and sending drawings by telegraph, lottery drawings.

Q. Did you ever see that book before?

A. Yes, sir.

Q. Where did you see it?

A. I picked this book up off of the table in the room in the St. Paul Building when a raid was made there one afternoon.

Q. When?

A. By Lieut. Poppe, I have forgotten the date.

Q. In '98?

A. When the raid was made by Lieut. Poppe, yes, sir.

Q. You picked that book up?

A. Yes, sir.

Q. Do you remember the number of the room?

A. I remember it was spoken of as Room 64. I didn't notice upon the door or anything of the kind what was the number of the room.

Q. When you were in the business, Mr. France, in the St. Paul Building, under what name did you have your room rented?

The above question is objected to by counsel for the defendants, the court overruled the objection, to which ruling of the court counsel for the defendants at the time excepted.

A. That room, I don't think it was 64; I think it was on a lower floor, in that building rented.

Q. The question is, who composed this firm—what is the name of the firm?

A. W. C. Francis, Jr. & Co.

Q. I ask first, who is W. C. Francis, Jr.?

A. W. C. Francis, Jr. is a son of W. C. Francis, one of the principal owners, the former owners of the Kentucky State Lottery.

Q. What connection had W. C. Francis, Jr., with the drawing of these lotteries in Cincinnati, if you know?

(Above question objected to and sustained.)

Counsel for the government offer said check book heretofore referred to, in evidence, which book is hereto attached and marked Exhibit No. 19.

Counsel for the defendants object to the offering and receiving of said check book in evidence; overruled; defendants except.

Cross-Examination.

By Mr. Shay:

Q. If I understood you correctly in answer to the District Attorney, you said that at the raid that was made in the building, St. Paul Building, upon Room No. 64, in the month of May, '98, you found this book?

A. Yes, sir.

Q. You picked it up yourself?
A. Yes, sir.
Q. Where has it been ever since?
A. I don't know, sir.
Q. Who did you give it to?
A. My memory is I handed it either to Mr. Pelton or Mr. Poppe.
Q. Whether it has been back there since May, '98, you don't know?
A. I know nothing more about it.

The Court:

The papers that are submitted to me by Mr. Page will be admissible if properly identified, and the District Attorney can have an opportunity of examining them in the hands of General Cowen, in whose custody they are, until they are either offered in evidence or returned to Mr. Page. Then the District Attorney can determine whether he has the means of identification that will justify their admission.

By Mr. Shay:

Q. Now, Mr. France, if I understand you correctly, you say you don't know what the mode of doing business has been with the lottery company or policy people for the past four years?
A. No, sir, I know nothing about it.
Q. A paper or memorandum, as I understand you, is made out by the person who plays himelf?
A. Sometimes and sometimes by the vendor.
Q. Sometimes by him and sometimes by the vendor?
A. Yes, sir.
Q. The vendor, you say, makes a book in which he records the play and this paper—it is the book upon which the money is paid, is it?
A. No.
Q. And the play that is made?
A. I don't just understand you. The money simply covers the payment for the ticket or for the amount invested in the play, and it is recorded upon the book.
Q. The play is recorded upon the book that is kept by the vendor?
A. Yes, sir.
Q. And this is kept by the man as a memorandum to refresh him of the numbers that he plays. Now, then, if he never played them why, it has no value?
A. No.
Q. If it never was recorded in the book or the money

never paid, there would be no bet made?

A. No, sir.

Q. You speak about the matter of chance in a lottery where there are 78 numbers in the wheel. Are you speaking with reference to what somebody has told you or have you made a mathematical calculation on the subject of chance yourself?

A. No, I think I expressed myself to the jury, that I have forgotten pretty nearly all about it; I said I didn't know whether it was 3 or 4 thousand, or 6 or 7 thousand. I know it is quite a large number.

Q. But you never calculated yourself?

A. Oh, I have years ago, but I have forgotten all about it. I had all those things in my mind at one time, but I have forgotten.

Q. These tickets or papers or figures might mean somebody may have written them down as to what he intended to play?

A. Oh, certainly, I know nothing about that.

Q. You don't know anything about that?

A. No.

Q. There is no evidence to your mind that they were ever played?

A. Nothing more than that is the usual form of making a ticket of that kind when it was played.

Q. Sometimes the individual does it himself?

A. He could make a memorandum and stick it in his pocket and never play it.

By Mr. McPherson:

Q. Where no book is made, where the tickets when they are played are not recorded in a book to be sent over the river, but where the original ticket is sent over to headquarters to be counted, then these tickets are the only evidence of the play, are they not?

A. In our method of doing business, we have never received anything of that kind as a play, but come in in books that were made out by the vendors. Upon those books the company paid their money out.

The Court:

I don't think counsel understand the witness. The witness is describing the method in use when he was in business 4 years ago. He is not undertaking to say what the method is to-day.

Q. I will ask you now, where there was no book made —I am not asking what was done in his time or any other time—where no book was made, where the only evidence

of the play was these tickets, and they were sent to headquarters instead of the book, if you please, then these tickets would be the only evidence of the play—would they or not?

The above question is objected to by counsel for the defendants.

Q. In your answer to Mr. Shay, I understood you to say these tickets were of no value, after they were recorded in the book?

A. No, I did not, sir.

Q. What did you say?

A. I said because a person would write a book and put in their record in a book, it would be of no value; and one could sit down and write any of these slips of paper with numbers on it, and it would be of no value.

Q. But if these tickets are written and they are turned into the vendor, with the amount of money accompanying them to make a bet, then they are of some value?

A. They have an element of chance.

By Mr. Shay:

Q. If he is a vendor and turns his book in?

A. Unquestionably.

Q. You are now speaking of the method when you were in business?

A. Yes, sir.

Q. If he did not turn it in it is of no value?

A. It naturally would not be of any value if there was nothing turned in.

Counsel for the defendants move the court to rule out the whole testimony of the above witness, the court overrules the motion, to which ruling of the court counsel for the defendants, at the time, excepted.

John M. Price, being called by the government and sworn, testifies as follows:

By Mr. McPherson:

Q. Where do you live, Mr. Price?

A. 614 York street, Newport, Ky.

Q. How long have you lived in Kentucky?

A. Born and raised there.

Q. What street do you live on?

A. York street.

Q. What is your business, Mr. Price?

A. Machinist.

Q. Where are you employed at the present time?
A. ———— Third and Plum.
Q. Cincinnati, Ohio?
A. Cincinnati, Ohio.
Q. Do you know Mr. Harrison?
A. Yes, sir.
Q. His initials are William P.?
A. H. T.
Q. Do you know Mr. Pelton?
A. Yes, sir.
Q. What were you doing in October, '99, particularly from the 1st to the 6th of that year?
A. I was working for Mr. Harrison.
Q. Working how?
A. Working on policy cases.
Q. By whom were you employed?
A. Well, I was employed by nobody exactly—with Mr. Harrison.
Q. Are you acquainted with John Hoff—Anthony Hoff?
A. Yes, sir.
Q. Where is Anthony Hoff's place of business?
A. In Newport, on Saratoga street. I don't exactly know the number.
Q. Are you acquainted with John Edgar?
A. No, sir; only what I hear that is his name; that's all I know.
Q. Do you know the gentleman sitting immediately back of Mr. Shay?
A. Yes, sir.
Q. Have you seen him before?
A. Yes, sir.
Q. Did you see him on or about from the first to the sixth of October, 1899?
A. I believe I did, yes, sir.
Q. How long were you connected with Mr. Harrison in working upon these policy cases?
A. I think it was about a year off and on.
Q. When did you begin and when did you quit?
A. It was in November, November last.
Q. That you quit?
A. Yes, sir.
Q. When did you begin—a year previous to that time?
A. As near as I can recollect, I think.
Q. Were you with Mr. Harrison at Mr. Hoff's place of business on the 2nd, 3rd, and 4th of October, '99?
A. I think I was, yes, sir.
Q. Well, do you know whether you were or not?

A. I don't know whether it was that date, but I know I was there, yes, sir.

Q. You may describe what, if anything, was done or occurred in your presence while in his place of business upon the 2nd, 3rd and 4th?

A. I seen Mr. Harrison make two plays there.

Q. What days?

A. I could not tell you.

Q. Were you present upon the day that John Edgar was arrested by the Cincinnati police?

A. Yes, sir.

Q. Do you know the date—what month that was?

A. No, sir; I could not tell.

Q. If you were informed that was the 4th of October, '99, now, can you tell what time that was in relation to the 4th of October that Mr. Harrison made these plays?

A. No, sir, I could not. I could not positively tell. My memory is kind of short on that.

Q. We will begin with the 4th of October, were you at Mr. Hoff's place of business upon that day?

(Above question objected to.)

Q. The day that John Edgar was arrested by the Cincinnati police were you in Anthony Hoff's place of business that morning?

A. I think I was, yes, sir.

Q. State what, if anything, you seen there that morning or saw done there?

A. I just seen Mr. Harrison make a play.

Q. What did you see him do?

A. I seen him give Mr. Hoff a paper with numbers on.

Q. What else?

A. And he took it and put it in a drawer.

Q. What else did he give him besides the paper, if anything?

A. Money, I don't know just how much it was now, sure. I am not positive in that—I am not positive how much money he gave him.

Q. You mean you are not positive of the amount?

A. Of the amount, no, sir.

Q. What did Mr. Anthony Hoff do with it?

A. Put it in the drawer.

Q. What occurred after that?

A. Well, after that Mr. Harrison went over the river and I stayed in Newport.

Q. What did you do?

A. I followed Mr. Edgar across.

Q. Where did you first see Mr. Edgar that morning?

A. I think I seen him going in Hoff's barber shop.

Q. Was that before or after this play was made?
A. After the play.
Q. Where were you when he went into this barber shop?
A. I was about a half block below.
Q. What were you doing?
A. Watching for him to come.
Q. Watching for who to come?
A. Edgar.
Q. State to the jury just what you did?
A. Well, I just followed him when he come out of there across the bridge and seen him arrested. That's all I done.
Q. After he came out of Anthony Hoff's place of business, describe to the jury where he went?
A. He went right down over the Central.
Q. Anthony Hoff's place of business is where?
A. On Saratoga street.
Q. Whereabouts on Saratoga street?
A. Between 5th and 6th.
Q. Describe the streets he went down to the jury and where he went exactly?
A. I am not positive now what he went down, but he went down York street and went over the bridge.
Q. Did he stop at any other place?
A. No, sir.
Q. After he left Anthony Hoff's place of business?
A. No, sir; not to my knowledge.
Q. Did he converse with any one?
A. No, sir.
Q. Did he meet anyone that he stopped and talked with?
A. No, sir.
Q. Where did he go?
A. He went across Central bridge.
Q. How close were you to him all this time?
A. I was about 2 blocks away from him.
Q. Was he any time out of your sight?
A. Only when he was arrested, that is all.
Q. Well, until he was arrested?
A. Well, until he crossed the bridge.
Q. Was he at any time out of your sight until he crossed the bridge.
A. No, sir.
Q. And until he was arrested by the police?
A. No, sir.
Q. What did you do after he was arrested, if anything?
A. I just walked about town, that is all.

Q. Where was Mr. Edgar taken if you know?

A. I don't know, but I think he was taken to the Hammond Street station, I think.

Q. Did you go with the police and Mr. Edgar any place?

A. No, sir.

Q. That was the day Mr. Edgar was arrested? What did you do the day previous to that?

A. Well, I can't remember now, it has been so long.

The Court: Lift up your voice.

A. I say I can't remember what I done the day previous before that, it has been so long.

Q. Were you at Anthony Hoff's place the day previous to that?

A. Yes, I think I was.

Q. Can you tell what occurred there, if anything, that day?

A. I think there was a play made that day, but I am not quite positive it has been so long now, my memory has kind of forgot these things. I have been so busy working lately.

Q. The day previous to the 3rd, do you remember what you did that day?

(Objected to, overruled, and exception.)

Q. The second day before the arrest what did you do?

A. I think we was over watching Hoff's place.

Q. Was anything else done there that day?

A. Not as I can remember now.

Q. What did you do there that day—what did you see?

A. I didn't see nothing only Edgar come and go, that is all.

Q. Well, did you see that?

A. Yes, sir.

Q. Where did he go to?

A. Well, I don't know; I didn't follow him.

Cross-examination:

By Mr. Shay:

Q. Mr. Price, what is your business?

A. Machinist.

Q. Was it Mr. Harrison that employed you?

A. Yes, sir.

Q. How much did he give you?

A. Well, I didn't receive much.

Q. Well, how much?

A. He didn't pay me. Mr. Pelton paid me.

Q. Mr. Pelton paid you?

A. Yes, sir.

Q. How much did he pay you?

A. Well, some days a dollar and some days a half dollar.

Q. How much in all?

A. Well, I could not tell exactly.

Q. How many days did you work?

A. I can't tell that.

Q. Why was the difference made between say a dollar one day and a half the next?

A. Well, I could not tell you that.

Q. Didn't he give you any reason for making a difference in the pay?

A. Well, the collections was coming in poor he says.

Q. The collections that he was collecting?

A. Yes, sir.

Q. They were coming in poor. Well, did you get as much as $10 in all?

A. All while I was working for him?

Q. Yes?

A. Oh, I got more than that, I guess, yes.

Q. How much more than that?

A. I can't state for I never kept no accounts; I didn't pay no attention much.

Q. Some days you didn't get anything?

A. Some days I didn't yes, sir.

Q. Did you get $50?

A. No, I can't positively state that. I could not positively state that.

Q. How many days did you work watching?

A. I could tell you that.

Q. Did you watch any place else besides Hoff's?

A. Yes, wherever I was sent by Mr. Harrison.

Q. You were sent by Mr. Harrison?

A. I got orders off of him.

Q. How many days did you watch Hoff's place?

A. Well, now, I could not positively say that.

Q. Two days before or a day before you saw this arrest of Edgar, were you watching the place?

A. It might have been a week, maybe, I don't know, I could not positively state.

Q. During that time did you ever see anybody go in that shop?

A. One man.

Q. One man?

A. Yes, sir.

Q. Who was that?

A. I think his name was Stocemeister.

Q. How far were you away?
A. About a half block.
Q. About a half block?
A. Yes, sir.
Q. Did you see whether he got shaved or not?
A. No, sir; I did not.
Q. You don't know what he done in there?
A. No, sir; I do not.
Q. Was that the only man that you saw in all the days that you watched go in except Edgar?
A. The only man to my knowledge.
Q. The only man to your knowledge?
A. Yes, sir.
Q. How many hours would you watch a day?
A. Several hours, I suppose.
Q. Each day?
A. Yes, sir.
Q. And he kept a barber shop?
A. Yes, sir.
Q. You say on this day of the arrest you saw Harrison and Hoff have some dealings?
A. I just seen him give him a play, that is all.
Q. Did you see him write any numbers?
A. Who, Harrison?
Q. Yes, sir?
A. No, sir.
Q. Was there anything on the paper that he gave him?
A. There was numbers on it, but I could not state what the numbers was.
Q. How do you know that?
A. I seen it.
Q. You seen it?
A. Yes, sir.
Q. You don't know how much money he gave him?
A. Well, I am not positively sure, but I think it was a quarter, I don't know, I would not say for sure.
Q. How close to them were you?
A. I was about a foot or two away from him.
Q. About a foot or two away from him?
A. Yes, sir.
Q. What did he say to Hoff?
A. He says "here is a play," that's all.
Q. What did Hoff say to that?
A. He didn't say nothing, he put it in the drawer that is all.
Q. You didn't hear Hoff tell him, he didn't keep any policy shop, didn't you?

A. I can't recollect that now.

Q. Do you know whether he said he kept a policy shop or not?

A. He didn't say that, no, sir.

Q. Didn't he tell you that he didn't keep a policy shop?

A. I am not sure of that now.

Q. Don't you know whether he told you that or not?

A. I can't recollect.

Q. He may have told you that?

A. He may have, yes, sir.

Q. What did Hoff do with it?

A. He put it in the drawer, that's all.

Q. Didn't he say anything in regard to it?

A. Not as I can remember.

Q. What did he do with the money?

A. Put it in the drawer.

Q. Did he have any book there or paper to write down on?

A. I don't know.

Q. You could have seen whether he had or not, could you not?

A. It looked like a book; he didn't write nothing, though.

Q. He just threw this paper in the drawer?

A. That is all.

Q. Did you see Mr. Harrison when he wrote it out?

A. No, sir.

Q. Did you see what he took it from or where he took it from?

A. He took it from his vest pocket if I ain't mistaken, as near as I can recollect.

Q. Then where did he go?

A. When, the day of the arrest?

Q. Yes, right after this, what did you do?

A. Well, I went about a half block below and watched the barber shop.

Q. How long did you remain there?

A. I think about a half an hour, I think.

Q. What time in the morning did you go in?

A. I could not state that positively what time that was.

Q. Did you ever get shaved in this shop?

A. Yes, sir.

Q. How often?

A. If I ain't mistaken, twice, as near as I can recollect.

Q. Did you sit down and read a paper in the shop?

A. Yes, sir.

Q. All the time with a view of noticing whether any body else played policy there, was it?

A. No, sir.

Q. How?

A. No, sir.

Q. That was your business there, was it not?

A. I just went in.

Q. Wasn't it your business to see if anybody played policy there?

A. Yes, sir.

Q. And you didn't see anybody play policy?

A. No, sir.

Q. Only Mr. Harrison?

A. I only seen Mr. Harrison play, that's all.

Q. Well, you had played policy, hadn't you?

A. In Hoff's?

Q. Oh, anywhere?

A. I think I did, several times; yes, sir.

Q. Yes, you did several times, but you never played here?

A. Where, at Hoff's?

Q. Yes?

A. No, sir.

Q. You never talked with Hoff about the subject of policy, did you?

A. Not as I recollect.

Q. Can't you recollect whether you ever asked him whether he wrote policy or not?

A. I can't recollect that; no, sir.

Q. Well, did you ever go into the shop except the two occasions when you got shaved?

A. Not as I recollect.

Q. On either occasion did you see anybody come in there or play policy?

A. No, sir; only Harrison, that's all.

Q. Now, what hour was it that morning that you came there?

A. Well, I could not positively state that; it has been so long that I can not remember.

Q. Would you approximate the time then as a half hour that you were waiting on the outside?

A. I judge more than that.

Q. It might have been an hour?

A. Yes, sir. I just judge that.

Q. What hour in the day was it, morning?

A. In the morning.

Q. How early in the morning?

A. I could not tell you that, because I carried no time piece.

Q. Was it as early as 9 or 10 o'clock?

A. I think it was something about that, as near as I can recollect. I am not positive what time it was.

Q. How long had it been that you were out of employment before you accepted this?

A. Oh, I have been out, off and on, a year, off and on.

Q. Off and on for a year. Had you any previous acquaintance with Harrison?

A. I have known him before, yes, sir; I just met him on the streets—met him on the streets and got acquainted with him. That is all I know of him.

Q. That is all you know of him?

A. Yes, sir.

Q. In that way he came to employ you?

A. Yes, sir.

By Mr. McPherson:

Q. Do you know the defendant there, John Francis?

A. I don't know him only what I was told his name was.

Q. Have you seen him previous to this time?

A. I have seen him off and on, just pointed out to me.

Q. Where have you seen him?

A. I seen him on Fourth street?

Q. What have you been doing when you seen him on Fourth street?

A. I was told to watch and see what he does.

Q. Did you watch him?

A. Yes, sir.

Q. How many times did you watch him?

A. I can't exactly tell.

Q. A good many or few?

A. A few times.

Q. Well, how many approximately?

A. I would not state on oath how many times I did watch him.

Q. Fifty times?

A. Not that many times.

Q. When you watched him what did you see him do?

A. I seen him come out of the St. Paul building and go to the telegraph office.

Q. What did you see him do at the telegraph office?

A. I seen him go in and come out.

Q. While he was in there did you see him do anything?

A. No, sir; no, sir.

Q. About what time did he go to the telegraph office?

A. I think it was about 12 o'clock. You see I carried no watch—

Q. You were a deserter from the United States army, were you not?

A. I decline to answer that.

(Above question objected to.)

Q. Why do you decline to answer?

A. Well, I decline to answer upon that ground.

Q. What ground?

A. You can't incriminate me—it don't incriminate me, but I decline to answer it.

Q. Did Pelton promise you a situation if you would do this?

A. No, sir.

Q. Did Harrison?

A. No, sir.

Q. Did anybody else promise you a situation?

A. No, sir.

By Mr. McPherson:

Q. You failed to obey your subpoena; you were arrested and brought into this court under arrest to testify this morning were you not?

A. Yes, sir.

William Fellows, being called by the government and sworn, testifies as follows:

By Col. Bundy:

Q. Mr. Fellows, what is your business?

A. Chief Operator of the Western Union Telegraph Company.

Q. Here at the Cincinnati office?

A. At Cincinnati; yes, sir; Fourth and Vine.

Q. How long have you had that position?

A. Oh, two years last November.

Q. I hand you a package of papers dated Cincinnati, October 2nd., 1899; I will ask you to state what those papers are, if you know?

A. I can't really state what they are. They come up—they were sent by us; further than that, I don't know.

Q. They were sent by the Western Union Telegraph Company?

A. Yes, sir. There is our marks on them.

Q. Do you know how they came to the operators?

A. They came up from the first floor of receiving room through what we call the dummy, up to the operating room where we have boys that take them out and distribute them to wherever the messages go—to the different points.

Q. Who opens the envelopes if they should happen to be sealed?

A. If they should happen to be sealed they would be opened by the boy that we have at what we call the dummy.

Q. Have you the same boy there that was there in October of last year?

A. We have the same boy in the office; they change around, first one boy and then another. We have 15 boys I think on the day force.

Q. Do you know what boy had charge of the dummy at the operating room in October of last year?

A. No, I don't; I could not state which one. The boy is in the employ of the company yet, but which one I could not say.

Q. About what hour in the day are these telegrams or dispatches of this sort sent out?

A. I see this first one is 12:10 P. M.

Q. Look at some of the others?

A. Here is one at 5:6 P. M. Noon and evening.

Q. During that period of time were many telegrams of this sort and general description sent out by the Western Union?

A. That I can't say, as I don't see the messages that are handled; I have assistants, and these boys, as I say, they take them out of the dummy; they distribute them—put them on the wires and they are there handled by the operators.

By the Court:

Q. What are your duties there?

A. My duties are to oversee the office and keep the time of the operators; it is a kind of general overseer. If there is any delay to the business or anything of that kind the assistants report to me and I notify the receiving room, if there should happen to be any delay to the business. But as for seeing the messages, it is very seldom I do, although I walk around the office and look to see that everybody is busy.

By Col. Bundy:

Q. Mr. Fellows, do you know where Mr. Timberlake is?

A. Mr. Timberlake, I think he is over to his office at Fourth and Vine, O. M. & T. Co.

Q. Did you ever see any of these telegrams come up the chute or dummy?

A. No; I never have seen any come up.

Q. Is it or is it not unusual that seventy telegrams in cipher, and of this description, should come up at certain hours, for transmission each day?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. No, it is not unusual for that quantity of messages to come up at one time. Some times we have as high as 75 or 100 come up at once.

The Court: In cipher?

A. Well, that I could not say. That was the question that was asked me.

By Col. Bundy:

Q. Is it or is it not unusual that seventy telegrams in cipher, and of this description, should come up at certain hours, for transmission each day—every day?

(The same objection, ruling and exception as above.)

A. Well, I could not say because I am not stationed at the dummy; I do not see the messages coming up, and half of our business is cipher.

Q. Don't you know as a matter of fact that these are policy telegrams?

A. No; I do not.

(Above question and answer objected to. Exception.)

Q. Can you find the boy that was at the dummy, in the operators' room last October, the 2nd of October?

A. Yes, sir; I could find the boy that was employed, and probably can find the boy that was at the dummy at the time.

Q. Could you send him immediately?

A. Yes; I can send him here in a short time.

Q. Will you do so?

A. Yes, sir.

Q. Did you ever see the envelopes or enclosures in which these telegrams came up stairs as they came up the dummy?

A. No, I have not; the boy probably, if they come up that way, just takes them and tears the envelope up, I should judge so, and puts it in the waste basket.

The Court.

Are these telegrams that have been shown to you, in cipher—look at that package?

A. Yes, sir; that is what we call cipher. We can not get the meaning of that. I could not or nobody in our employ could tell what that meant.

Q. Where are they sent?

A. Here is one addressed to Detroit, Michigan, going to Detroit Michigan.

By Mr. Shay:

To each of these questions propounded by the court, we reserve an exception.

By the Court:

You may tell where each of those telegrams addressed—I mean the place to which they were sent?

A. Why, the one to Detroit, Michigan, is sent direct to Detroit from the marks. From what we call our operators' marks.

Mr. Shay:

Each question objected to and exception.

A. One going to Boston, our service marks indicate that was sent to New York as a relay for Boston, Boston, Boston, Boston Boston; this is one addressed to Indianapolis, Indiana, Indianapolis, Indianapolis, Chicago, Chicago, Chicago, Chicago, Chicago, New Haven, Connecticut; Roslyn, Va., Roslyn, Va., Providence, Rhode Island, Providence Rhode Island, Providence Rhode Island, Allegheny, Pa., Philadelphia, Philadelphia, Springfield, Ohio, Hamilton, Ohio, Dayton, Ohio, Columbus, Ohio, Columbus, Ohio, Cleveland, Ohio, Cleveland, Ohio, Cleveland, Albany, New York, Rochester, New York, Syracuse, New York, Alton, Pennsylvania, Camden, New Jersey, Hartford, Connecticut, Albany, New York, Rochester, New York, Alton, Penn., Camden, New Jersey, Hartford, Conn., Albany, N. Y., Rochester, N. Y., Syracuse, N. Y., Alton, Penn., Alton, Penn., Camden, New Jersey, Hartford, Conn., Albany New York, Rochester, New York, Syracuse, New York, Alton, Penn., Alton, Penn., Hartford, Conn., New York City, New York City, New York City, New York City, Buffalo, N. Y., Buffalo, N. Y., Buffalo, N. Y.

By the Court:

Q. What time in the day were they sent out?

A. This one to Albany, Rochester, and Syracuse and Alton, Penn., Camden, New Jersey and Hartford, Connecticut, was sent out at 5:20 P. M., and another one the same address sent out 5:12 P. M., New York City 5:08 P. M.; New York City 12:08 P. M., noon.

Q. Noon?

A. Yes, sir; New York City 12:11 P. M.; New York City 5:11 P. M.; Buffalo, New York, 5:06 P. M.; Buffalo, New York, 12:08 P. M.; Buffalo, New York, 12:06 P. M.

By Mr. McPherson:

Q. Will you look and see if all that you are examining are the same date?

The Court:

These are October 2nd?

The witness: October 5th; this whole pile is.

By the Court:

Q. Are these all of October 5th or different dates?

A. (After examination) All October 5th.

By Mr. McPherson: I will ask to have the same identification made upon this package.

The Court:

He can examine them elsewhere and be recalled to the stand. If he is able to state without going through them one by one, he can do so, if not, let him make the examination off the stand and be recalled.

The witness may take these telegrams and examine them for the purpose of ascertaining the dates, the places to which sent and the time of day. Telegrams other than those he has gone through while here on the stand.

Counsel for the defendants move the court to rule out the testimony of the above witness, the court overrules the motion, to which ruling of the court, counsel for the defendants at the time excepted.

H. T. Harrison, being recalled by the government, testifies as follows:

By Mr. McPherson:

Q. You may state directly to the point the number of times you have shadowed this gentleman and watched

him come from the St Paul building and go to the Western Union Telegraph Co.?

A. I could not state the number of times; a great many times.

Q. Approximate?

A. Well, perhaps 20.

Q. When he would go in the Western Union Telegraph office what did you see him do in there?

A. Well, he approached the receiver's desk, but I never saw him give any papers; he evidently made a pass—

(Above answer objected to).

Morris Krombeck, being recalled by the government, testifies as follows:

By Col. Bundy:

Q. I understood you yesterday that the packages left by the defendant, Mr. Francis, that you sent up the elevator, dummy elevator, to the operating room were always in a sealed envelope?

A. Well, all the packages that I sent were in a sealed envelope, yes sir.

Q. Describe that envelope?

A. Well, it is an envelope about that long (indicating), a Western Union envelope.

Q. What color?

A. Yellow, sort of light yellow.

Q. About the color of this (showing witness an envelope)?

A. Yes, sir; but not an envelope like that.

Q. I say the color of that?

A. Yes, sir.

Q. Always come in the same kind of envelope?

A. Always did as far as I seen.

Q. And they were sent up to the operating room in that envelope?

A. Up to the operating room; yes, sir, in that envelope.

Q. Did you ever see one of these envelopes opened?

A. I never did.

Cross-Examination.

By Mr. Shay:

Q. Did I understand you to say that this defendant ever handed you an envelope?

A. Well, not to my knowledge. I don't remember of him handing me an envelope at all, but he sent them up all right.

Q. Well, did you ever see him hand anybody else an envelope, in the last year?

A. I can't remember.

Q. Now, then, if I understand your testimony correctly then is, the envelopes that somebody handed in there, were sent by you up the chute, is it?

A. Well, whenever I handled them I sent them up.

Q. But what was in the envelopes you don't know?

A. I don't know, no, sir.

Q. Well, was there quite a number throughout the day of messages of that kind in envelopes that would come up the chute?

A. There was some in confirmation envelopes, as I stated yesterday, customers you know, come in like, for instance Proctor & Gamble, their boys would telephone their messages and the next day they would send them to us in an envelope, they would say, for telephone confirmation. I would never open that envelope.

Q. There was quite a number of messages came in sealed envelopes that way?

A. They averaged about 3 or 4 different firms a day, you know, that came that way.

By Mr. McPherson:

Q. Was there any writing upon these envelopes, these particular ones?

A. I never noticed any.

Q. It didn't say upon them, confirmation telegrams by telephone?

A. I never noticed it. Sometimes they would be in blank, sometimes they would be stamped, for confirmation only.

Q. You never noticed an address upon these envelopes of any kind?

A. I never did.

William Fellows, being recalled by the government, testifies as follows:

By Mr. McPherson:

Q. Mr. Fellows, have you made an examination of all the papers that you hold in your hands?

A. Yes, sir, I have examined October 2d, 3d, 4th and 6th.

Q. '99?

A. '99.

Q. Are you able to state now at what hours during the day, during each day, these telegrams were sent out, or about what hours?

A. From the marks they were all sent out between 12 and 6; from 12 to 12:20 and from 5 to 5:15, 5:20.

Q. Were they sent practically to the same places as those you have already described that were transmitted October 5th, '99?

A. Practically the same places, yes, sir.

Q. Are they of the same character of telegrams in cipher?

(The above question objected to.)

The Court: The witness should be asked what they are, as far as he is able to tell.

A. As far as I can see they are all ciphers.

Q. Do you know where they came from?

A. No, I do not.

Q. What is the name of the boy that was on duty at the chute in the operating room at the time these telegrams came up?

A. I can't state positively; I have sent for a boy, Philip Emig, that has charge of the dummy, as we call it, the chute.

Q. Will he be here immediately?

A. They said he would be here in a few minutes.

By Mr. Shay: We renew our motion to rule out all that testimony, motion overruled. If your honor please, and reserve our exception.

A. L. France, being recalled by the government, testifies as follows:

By Mr. McPherson:

Q. You were present at the raid at the St. Paul Building you stated in '98?

A. Yes, sir.

Q. Who did you see there that day?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. I saw Mr. Holland, Mr. Ben. Holland, R. B. Spencer, Henry Myers and this gentleman sitting by Mr. Shay.

Q. Who is Ben Holland?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. Mr. Holland was a clerk employed by the Lottery Company.

Q. What Lottery Company?

A. The Kentucky.

Q. Who is Mr. Spencer?

(The same objection, ruling and exception.)

A. Mr. Spencer was—he came from New York City, here.

Q. Tell who Mr. Spencer is?

A. R. B. Spencer was sent here from New York City to represent a firm by the name of Shipley & Co., who are outside backers in the policy business. They would take the numbers that are drawn here and pay a monthly royalty to the Lottery Company for that privilage, and he represented them at these drawings to see that they were fairly conducted in their interest so they could not be defrauded.

Q. Who is Mr. Myers?

A. He represents a policy business in Cincinnati separate and distinct from the other firm, that he himself has an interest in, and his presence there was to protect his interest.

Counsel for the government state to the court that the last part of above answer of the witness, in which the witness says "his presence there was to protect his interest" may be stricken out from the answer. Counsel for the defendants object to the striking out of said part of said answer.

Q. Now, Mr. Francis, I will hand you telegrams, what is purporting to be telegrams, sent by the Western Union Company, of date of October 2d 3d, 4th 5th, and 6th. I will hand you those of October 4th. You may take these telegrams and examine them and explain to the jury what they are, if you know?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. Had I better explain these one at a time. I expect one would explain them all.

Q. Take your own way?

A. From the general appearance of this document, I should say that it was a lottery drawing, in my opinion, made out in cipher form, to be transmitted through the

telegraph office to different points in the United States where the lottery company have agents. I arrive at that conclusion from the general make up of the dispatch; it is the usual form in which we always made them up, and also from the fact that I find in this dispatch there are 12 numbers, 12 names and 2 additional names, making 14 altogether, which would indicate to me that it was a morning drawing of 12 numbers drawn out and 2 names that indicate the check word which are derived from the adding up of the drawn numbers of the lottery and what are called false numbers that are placed on the other side from which they get these two last check words to decipher that message when it is received at the other end of the line.

That one consists of the same 12 numbers and two check words.

By Mr. Shay: What one is that?

A. October 4th. This one has 15 names, which would indicate that there were 13 drawn numbers and two check words, as described.

Q. What would that indicate, morning or afternoon drawing?

A. In the afternoon, as I explained to the jury, there are 13 numbers drawn from the wheel and in the morning 12; in addition to that there are two names at the bottom of this dispatch, that would possibly indicate to my mind the system that we had frequently used, and it was to protect one agent as against the other. A large number of agents, all having the same check books and the same keys to these check books to decipher the dispatches, would necessarily, if they wanted to, defraud one another; consequently they had a sepapate check and each one of these agents a separate key, so that they could not use any messages of this kind that they received as against one another.

Q. Right there I desire to call your attention, before proceeding further. State if telegrams sent to New York City the cipher was any material difference between those sent to other places?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. Dispatches sent to New York City would differ only in this particular, that New York City was the headquarters of the Lottery Company, the proprietors and owners of these lotteries lived there, New York and Jersey City and their headquarters in New York, and

they had a private, separate check book themselves in addition to the other, and used the third check word that the other agents hadn't access to.

Q. Now, turn to the telegrams, if you can find them, from New York and see if they have the third check word on those?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. You see 16 words to this New York Message. That would indicate to me that there were 13 drawn numbers and three check words to that New York dispatch, instead of two. In that New York dispatch there are 15, which would indicate to me that there were 12 drawn numbers and three check words, instead of two, as I explained to you, and the extra check for New York City.

Q. Explain the address if you can, upon those New York telegrams?

(Above question objected to.)

Q. As addressed here at the top of the telegram?

A. Yes, sir, I see here, New York City, Providence—

Q. Who gets that—how do they know to whom to deliver them from that address?

A. Oh, well now, I suppose the telegraph company at these points—I have never been there; whether they receive them at the telegraph office or anything about that, I don't know.

Q. Well, what I mean, how does the telegraph company know how to deliver that message, if you know?

A. I don't know how they deliver them.

Cross-Examination.

By Mr. Shay:

Q. This arrangement that you speak about with the man Spencer, how long ago was that arrangement made?

A. Oh, that was quite a number of years. I am speaking you know of what occurred during my time, Mr. Shay.

Q. About how long ago was that arrangement made?

A. I think when he first came out here from New York, sir, it must have been probably 12 or 15 years ago.

Q. 12 or 15 years ago?

A. Yes, sir.

Q. This man Myers, he had no connection with your institution or your lottery?

A. No, sir, Henry Myers, during my connection with the Kentucky lottery, represented Mr. Louis Davis, in-

terested in the business here in Cincinnati; after his death I understood Mr. Myers himself ran the business after Mr. Davis' death.

Q. With reference to these papers that you seek to interpret, do you know any word that is on there?

A. No, sir.

Q. You do not?

A. No, sir.

Q. You can't tell the meaning of any word or term that is employed there?

A. No, sir, I could not without a check book. I only speak in the sense of these telegrams being the usual form which we used years ago.

Q. Years ago you used a form like unto that?

A. Similar to that.

Q. Whether that is in use now or not, you don't know?

A. I don't know anything about that.

Q. Then the truth of the matter is, what these contain you don't know—whether it be a lottery message or not you don't know?

A. No, sir.

Mr. Shay: I ask to have the testimony of this witness ruled out in that regard.

Philip Emig, being called by the government and sworn, testifies as follows:

By Col. Bundy:

Q. Where do you work?

A. The Western Union Telegraph Office.

Q. How long have you been employed by the Western Union Telegraph Company?

A. About 4 or 5 years.

Q. What are your duties there?

A. To check telegrams.

Q. To check telegrams?

A. Yes, sir.

Q. Where do you work at?

A. The 5th floor.

Q. What do you mean by checking telegrams?

A. Take a message from one hook and put it on another hook.

Q. What were your duties there in '99 in October?

A. I was working at the place they call the dummy.

Q. Describe that to the jury?

A. The place where the pipes come up.

Q. Come up from where?

A. From the first and fourth floor. You have to take a message out and put it on the hooks and the boys come up and take them away from that department.

Q. Do you remember along about in September and October, while you were there as dummy boy, you received a message or certain messages that came up in sealed envelopes, the envelopes being the Western Union Telegraph envelopes, you would open them about 12 o'clock and 5 o'clock in the afternoon?

A. I opened them at 12 but was not preser at 5.

Q. Describe to the jury how they would come up to you on to the fifth floor?

A. There would be 3 envelopes, two small ones, you know, in a third envelope; it was my duty to bust the envelopes open and put the message on the proper hooks.

Q. I will hand you telegrams of the 2d, 3d, 4th, 5th, and 6th, and ask you to look at these and say if these are telegrams—I will hand you the package of the fourth and ask you to look at those and see if these are packages that you took out of these envelopes and placed upon the hooks?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. I have checked some of these.

Q. You have checked some of these?

A. Yes, sir.

Q. Was that the class and character of telegrams you would take out of these envelopes?

A. Yes, sir.

Mr. Shay: Exception.

Q. Can you identify those as being checked by you—some of them?

A. Some of them, yes, sir.

Q. Who checked the others?

A. I don't know, I was not present at 5 o'clock.

By the Court: Is there any mark upon the others that would indicate who did check them?

A. No, sir.

By Col. Bundy:

Q. State to the jury what ones there are that you checked?

A. 12 o'clock is the ones I checked.

Q. And they show that upon these telegrams?

A. Yes, sir.

Q. Your check mark?

A. No, sir, my check is not on them.

Q. How do you tell that you checked them?

A. I am not supposed to put my check marks upon telegrams like these.

Q. Why are you not supposed to put a check mark upon telegrams like that?

The above question is objected to by counsel for the defendants, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

A. These telegrams are supposed to be rushed. By putting our marks on them we delay them.

Q. What do you mean by "rushed"?

A. They are supposed to be put ahead of the rest of the business.

Cross-Examination.

By Mr. Shay:

Q. You say you put no mark upon these papers?

A. No, sir.

Q. All that you can say is that you handled telegrams of a similar character?

A. Yes, sir.

Q. Like unto them?

A. Yes, sir.

Q. But whether or not these are the telegrams you are unable to say?

A. These are the ones that I have handled.

Q. You have handled those?

A. Yes, sir.

Q. If you had no mark on them how do you know?

A. Because I was the only person who was supposed to handle these telegrams on that date.

Q. Because you were the only person supposed to handle them, then you think you must have handled them?

A. Yes, sir.

Q. Yet you are unable to identify any of these by any mark?

A. No, sir.

Q. Then it was because it was your ordinary run of business, and your habit to handle them that you presume that you handled them?

A. Yes, sir.

Q. Is there a number of messages come there, cipher messages, at the Western Union Office?

A. I don't understand what you mean.
Q. Cipher—you know what a cipher message is?
A. Yes, sir.
Q. Is there any number of cipher messages come?
A. Not that I know of outside of those.
Q. Not that you know of. How many boys were there employed there besides you?
A. 10 or 12 of them I believe.
Q. 10 or 12?
A. Yes, sir.
Q. Did they have the same duties to perform as you did?
A. Some of them used to help me with them.
Q. How many of them would help you?
A. One or two.

Counsel for the defendants move the court to rule out the testimony of the above witness, the court overrules the motion, to which ruling of the court, counsel for the defendants at the time excepted.

Counsel for the government offer the telegrams above referred to of October 4th, which are received in evidence and marked Exhibit 18, hereto attached. Counsel for the defendants object to the receiving of said exhibit 18 in evidence, the court overrules the objection, to which ruling of the court, counsel for the defendants at the time excepted.

And this was all the testimony offered by the government.

After argument of counsel the court proceeded to charge the jury as follows, to wit:

Gentlemen of the Jury:

Congress, upon the second day of March, 1895, passed an Act, called the Anti-Lottery Act, which reads, so far as it concerns this case, as follows:

"Any person, who shall cause to be carried from one state to another, in the United States, any paper, certificate or instrument, purporting to be or represent a ticket, chance, share or interest in or dependent upon the event of a lottery, or similar enterprise, offering prizes, dependent upon lot or chance, shall be punishable, &c."

Section 5440 of the Revised Statutes of the United States, declares that if two or more persons conspire to commit any offense against the United States, and one or more of such parties do any act to effect the object of the conspiracy, all the parties to such conspiracy shall be liable to a penalty, &c.

The indictment in this case, in substance, charges that in this District, on the fourth day of October, 1899, the defendants, Charles W. Reilley, John Francis, Anthony Hoff and John Edgar, alias Peter Edgar, did unlawfully conspire to cause to be carried from the city of Newport, in the State of Kentucky, to the city of Cincinnati, in the State of Ohio, certain papers, purporting, as they well knew, to represent interests, dependent upon the event of a lottery, offering prizes, dependent upon chance, and that to effect the object of the conspiracy they did cause to be carried from the city of Newport, in the State of Kentucky, to the city of Cincinnati, in the State of Ohio, five papers, purporting, as they well knew, to represent the interest of H. T. Harrison and other persons in prizes or sums of money, which, by lot or chance, might thereafter be awarded to players in the next drawing of the lottery. Copies of the papers are set forth in the indictment.

It appears from the indictment that the lottery in question belongs to the variety known as "policy," and the scheme and manner of playing it is as follows: Of the numbers from 1 to 78, the players select such as they may choose, and upon the payment of a small sum of money these numbers so chosen are written on small pieces of paper in duplicate, either by the player or the agent of the lottery, who receives the money. One copy of these numbers is kept by the player and the other by the agent, and these papers represent the interest or chance which the player has taken in the drawing, which is afterwards to take place. The drawing consists in the selection by lot or chance of twelve of the numbers from 1 to 78, inclusive, and prizes, in varying amounts, are awarded to the players, whose choice of numbers are found in the twelve selected at the drawing. As, for instance, if one of the players should select the numbers 2, 26 and 78, and these are found among the twelve selected by chance at the drawing, the player is entitled to receive a prize or sum of money. Agencies for policy shops are established, where the players may make selections of numbers—make bets—and the paper or writing, evidencing the bet, held by the agent, is forwarded by a carrier to headquarters as it is called, before the drawing takes place, to enable those conducting the drawing to know what players have won and who are entitled to the prizes, or sums of money that are paid to the betters who win. After the drawing takes place, what are called official prints are made out, showing in one line the twelve winning numbers, in the order in which they

were drawn or selected, and in a line below, the same numbers in their numerical order. These official prints are forwarded to the policy shops or agencies for the information of the players. A man who has taken a chance wants to know the result of the drawing, and he is informed by the headquarters sending to these shops or agencies these so-called official prints, which show what the winning numbers are, and he can see whether his choice of numbers is among the winning numbers. The prizes or the sums won, are also delivered through these agencies to the successful players. The drawings are made twice a day, one at 12 o'clock noon and one at 5 o'clock in the afternoon.

Now, the government charges that these defendants conspired to cause the tickets, or evidences of the bet, set forth in the indictment, to be carried from the city of Newport, in the State of Kentucky, to the city of Cincinnati, in the State of Ohio, in time for the drawings, and that to effect the object of this conspiracy, the defendants did in fact cause these papers and tickets to be so carried.

In the first place, gentlemen, what, in law, constitutes a conspiracy? The Supreme Court of the United States has decided it as "A combination of two or more persons, by concerted action, to accomplish a criminal or unlawful purpose, or some purpose not in itself criminal, or unlawful, by criminal or unlawful means."

And, as I have said, the charge here is, that these defendants conspired, agreed together, to do a criminal act, to wit, to carry lottery tickets from one state into another, which is forbidden by the Act, which I have read in your hearing, and that in order to accomplish this undertaking, on their part, they actually did carry such tickets from the State of Kentucky over into the State of Ohio, because, under the Statutes of the United States, there must be not only a conspiracy, an agreement to do an unlawful or criminal act, but there must be some step taken in the execution of it, in the language of the Statute, "some act, by one or more of the conspirators, to effect the object of the conspiracy."

First, then, was there, about the time mentioned in the indictment, a combination of persons, engaged by concerted action, in carrying on a lottery, known as "policy," which offered prizes to its patrons, dependent upon lot or chance, and was it a part of the operation of the scheme to cause to be carried from the city of Newport, in the State of Kentucky, to the city of Cincinnati, in the State of Ohio, papers purporting to represent tick-

ets, chances, shares or interests in and dependent upon the drawing of the lottery thereafter to be made? Second, were these defendants parties to this combination? And, third, was any act done by one or more of the parties to the combination to effect the conspiracy?

In cases of conspiracy, it is seldom that what is called direct evidence can be adduced to establish its existence. Men who combine together to commit crime, do not publish the conspiracy to the world, nor put it in writing, or recite its terms in the presence of witnesses, and, therefore, it has been found necessary to resort to those facts and circumstances which attend the transaction, in order to ascertain whether such a conspiracy was formed and existed. There is no mystery about what is called circumstantial evidence. Your conduct and your action every day of your lives are influenced by the inferences which you draw from facts and circumstances that are presented to your minds in matters about which you are called to act. If A is charged with stealing a five dollar bill and B saw him steal it, and so testifies, that is direct evidence of the fact necessary to be found in order to convict him. But if a five dollar bill with a given number is missing and A is seen in the vicinity about that time, and he is afterwards arrested and accused of the theft, and denies it, and is then searched, and they find the bill in his pocket with the identical number upon it, the jury, in such a case, would be warranted in inferring that A took that five dollar bill, and that he took it with the mind of a thief, intending to appropriate it to his own use and deprive the owner of it. And these facts, the fact that the bill was missing, that A was found in the vicinity; that he was arrested; that he was charged with the theft; that he denied it; that he was searched and the bill was found upon him, are as satisfactory and conclusive as the statement of the witness who saw him take it. In one case, you have the direct evidence of an eye witness, in the other you have facts and circumstances, which justify and require you to infer that A was the guilty person.

In this case, therefore, the government has put before you many facts and circumstances, which it asks you to consider, and drawing from them the proper inferences, determine whether these defendants are or are not guilty of the offense with which they stand charged. You are to consider these facts and circumstances and determine whether a lottery was being carried on here, about the time stated in the indictment, which had, as one of its essential features, the carrying of lottery tickets from

Kentucky to Ohio? And if the evidence, the facts and circumstances put before you, satisfy you that such a lottery was being carried on, then you will turn to the same facts and circumstances, the facts and circumstances presented to you in the evidence, and determine whether these defendants were parties to a combination and conspiracy, engaged in carrying on that lottery with that inter-state feature. And I will say here in passing, gentlemen, that it is your function to determine what the facts in the case are, and it is the function of the court to determine what the law is. When you receive the law from the court and apply it to the facts, as you find them, you then determine, as the result of the application of the law to the facts, whether the defendants, or any of them, are guilty of the crime charged. The responsibility for the determination of the facts rests upon you, not upon the court, and in calling attention to the testimony in the case, the court does not do it with any purpose to influence your action, because you are under oath to perform your part of the duty here and are responsible for it.

Now, as to the defendant, Hoff. There is testimony which I will not undertake to recapitulate fully, but refer to in a general way, tending to show that he kept a barber shop in Newport, Kentucky; that Harrison, one of the witnesses for the government, called there on the 1st, 2nd, 3rd and 4th days of October and made bets. On the 4th—if I am mistaken about it the jury will correct me—on the 4th he took half of an envelope, and on the inside wrote down in duplicate his choice of numbers, tore it in two and kept one piece, containing the numbers that he had chosen, and gave the other piece to Hoff, containing the same numbers, and paid Hoff a sum of money; in other words, he made a bet or play, as he called it, in the lottery to be drawn that day; that shortly afterwards the defendant, Edgar, came to Hoff's shop and then started across the bridge to Ohio, and at the Ohio end of the bridge was arrested by officers of the Cincinnati Police Force and searched, and upon his person was found the ticket, the half of the piece of the envelope, containing the numbers chosen by Harrison, which had been left with Hoff, and four other pieces of paper containing numbers, and that Hoff was arrested the same day, I believe—you will remember about that—and that in his possession were found similar pieces of paper containing numbers, and copies of official prints and other papers which have been exhibited before you, and which you will have with you in the jury-room. And

upon these facts and circumstances, thus shown by the evidence offered by the government, the government claims that he was the agent of the lottery company; that he is what is called a vendor, an agent to receive bets and transmit them to headquarters in time for the drawing. Now, it is for you, upon this testimony, to say whether he was an agent for the lottery company for that purpose.

And upon the same evidence it is claimed that Edgar was a carrier for the lottery company. And it is claimed also upon this same testimony that these two men were in combination; that they were acting together; that one was receiving bets and the other, in playing his part, was coming there to get them and carry them over to headquarters. Now, it is for you upon this evidence, to say whether that is true or not.

As to the defendant, Reilley, there is evidence that he was in charge of a place on Sixth Street in this city, No. 116, I believe, and that Edgar was traced from Hoff's place in Kentucky across the bridge to this place on Sixth Street a number of times, and that at one time when the place was raided Reilley was found there with paraphernalia, which, it is claimed, belongs to the operation of a lottery, and (you will remember what was found there) official prints and papers of that character. I am not undertaking to repeat the testimony to you, because I depend upon you to remember it. And the government claims that he represented this end of the line, and that he was acting in concert with the other two. Now, it is for you to say what the fact is.

When a drawing has been made, the patrons are to be notified of the result of the drawing, and, it is said, that the drawings are conducted in the St. Paul Building, supervised by the defendant, Francis, and that he carried telegrams after the drawings to the telegraph office and sent the information to the players in different parts of the country. That is the claim of the government upon the evidence offered to show that he was in concert with the other three. Now, you must remember the evidence as to the defendant, Francis. It is for you to determine what his relation to the transaction was. If there was such a conspiracy, whether he was one of the parties to it? The evidence tended to show this, that he went to the telegraph office every day about 12 o'clock and about 5 o'clock, and it finally came out, through two of the receivers of the telegraph office, that he brought packages of some kind. Woellner and the next witness both testified that he did not hand them anything, but

when asked whether he brought anything there that came into their possession, as receivers of the company, whether he handed it to them or not, both witnesses, as I remember the testimony, testified that he did. And then, these witnesses, as I remember their testimony, said that the packages were sent up the tube to the operating room. You have the testimony of the little boy who attended the dummy or tube, as it was called, and received the matter that came up from below and opened it and put it upon the wires—distributed it upon the wires in front of the different operators who sent it out. Telegrams covering the time from the 1st or 2nd of October, I am not certain which, to the 6th, were introduced in evidence. Telegrams for one day were displayed before the jury. They were in cipher. No one has been able to tell the jury what the contents of these dispatches were, but you will remember what France, who was formerly engaged in this business, said about them —what the character of the telegrams was and their purpose. No witness has testified that Francis walked into the telegraph office and laid down on the counter a telegram and said "here is a lottery telegram that I am sending to New York to tell the people there the result of the drawing to-day"; nobody has testified to anything of that kind, but the government has put before you the facts and circumstances, to which I have alluded, and what these facts and circumstances show, you must determine, gentlemen, not the court. When you have recalled them, and have them in mind, then it is for you to say whether they show the connection of this defendant, Francis, with this alleged combination as claimed by the government. If they do, if you are satisfied from the facts and circumstances put in evidence, that these four men were connected with this combination, this alleged conspiracy, that they were working together, each playing his part, then the next step is to determine whether there was some act done in furtherance of the conspiracy. But, before passing to that, I should say to the jury, that in order to find these defendants parties to the conspiracy charged, the evidence must show that they knew what they were doing, they must have intended to carry on the lottery—they must have intended, in furtherance of the carrying on of the lottery, to carry tickets from Kentucky to Ohio. A man innocently drawn into a transaction of that kind, who plays a part without any knowledge of its purposes or objects, has no guilty intent that makes him a party. And, at this point, I will say, too, that it is not necessary that a man engaged in

such a combination should know every other man in the combination or the part he plays. If he knows there is a combination to do an unlawful act, to commit a crime, and that he has a part in it to play, and that there are others playing parts, and that others must play parts in order to accomplish the purposes of the conspiracy, he is as guilty as if he knew the name and had personal acquaintance with every one connected with the conspiracy—as if he knew precisely the part which every other man played. In a combination in which the co-operation of many members is necessary, covering a large field of territory, it would be impossible almost that each should know every other and the part he plays. It is only necessary that he should know there is a combination, of which he is a part, for the purpose of accomplishing a crime. If, then, there was such a conspiracy as the indictment charges, and if these defendants were parties to it, then the next question is, whether any act was done to effect it. But, before passing to that, there are some other matters I desire to call your attention to. Did these papers, or so-called lottery tickets, which it is alleged defendants conspired to carry from Kentucky to Ohio, purport to represent interests of players in a drawing afterwards to take place? It is not necessary, gentlemen, that they should purport or show upon their face that they were tickets in a lottery giving an interest to the holder, in a drawing afterwards to take place, but their purport may be shown outside of the papers. Now, as to the evidence offered by the government upon that point, you will recall the evidence of France, who was introduced as an expert, to tell what they were, and the evidence of Harrison, that he wrote out his ticket and delivered one-half of it to the agent, paid his money and held the duplicate—one of the duplicates, his evidence of the interest he had in the drawing that was to come off that day, and the evidence to which I have before referred as to the fact that the duplicate left with Hoff was afterwards found in possession of Edgar at the end of the bridge shortly after the play was made. If, from these facts you are satisfied that it represented an interest in the drawing afterwards to take place, then, within the meaning of the law, it purported to represent the interest of the player in the drawing, although it did not so state upon its face.

Now, then, to come to the act, which it is alleged was done in furtherance of this conspiracy. There is evidence to show that five tickets, copies of which are set forth in the indictment, were, in fact, carried across the

bridge from Newport, Kentucky, to Cincinnati, Ohio. That was an act to effect the purpose and object of the conspiracy. And, if the jury, upon this evidence, should find that Edgar was a party to the alleged conspiracy, and carried these tickets, including the Harrison ticket, over the bridge from Kentucky to Ohio, then I charge you that it would be an act in furtherance of the conspiracy, and it would be the act not only of Edgar, but of all the defendants; that is, if you find these four defendants were parties to the conspiracy charged in the indictment, to carry tickets across the bridge into Ohio, and that Edgar, one of them, did carry them over for the purposes of the lottery, in pursuance of that understanding among them, then his act was the act of all four—the act of all.

It is necessary, gentlemen, that it should be established by the government that the crime charged here was committed in this District; that is, in the county of Hamilton, and State of Ohio—in the Southern District of the State of Ohio, in the Sixth Judicial Circuit of the United States. I charge you as the law of the case that if you find that these men were parties to the conspiracy charged, and in furtherance of it, carried the tickets across the bridge into the state of Ohio, then you will be warranted in finding that the offense was committed in Hamilton county, State of Ohio, within the jurisdiction of this court.

When a man is charged with crime, gentlemen, and placed on trial, the presumption of law is that he is innocent, and before the jury would be warranted in finding him guilty of the charge, upon which he is tried, the prosecution must establish his guilt beyond a reasonable doubt.

I have recited in your hearing the elements constituting the charge in this case. Each element is essential to the charge. These elements of the charge must be established beyond a reasonable doubt, in order to warrant a conviction.

A reasonable doubt, as I have had occasion to tell you before, is just what the words imply, a reasonable doubt, not an unreasonable one. In the practical administration of justice, it is impossible to remove all doubt of the guilt of the accused; it would defeat the ends of justice to require anything of that kind. The law intends and it only requires that you should be satisfied beyond a reasonable doubt, not that you should be satisfied beyond all doubt. And the doubt which should be resolved in favor of the accused, is such a one as has reason for its founda-

tion, one that would cause you in a matter of importance to yourselves to pause and hesitate before acting. You would not pause or hesitate because some slight, trivial doubt entered your mind. Sometimes, I suppose, there is a temptation excited by sympathy to yield to doubt, to avoid the rendition of a disagreeable verdict. Gentlemen, that would not be a reasonable doubt, because the jury as part of the machinery for the administration of justice, should do its duty honestly without fear or favor. It ought not to shirk a clear duty because of suggested doubt that has not reason to support it.

Gentlemen, as I have told you many times, you are the sole judges of the credibility of the witness brought before you, and it is for you to determine what weight the evidence of any witness shall have in your consideration of the case. I have had occasion to direct your attention to the circumstances which jurors should take into account, and which men involuntarily take into the account, in passing upon the credibility of a witness, and in determining whether a given witness is worthy of belief, whether the story he tells is true, or whether it is true in part and false in part, and I do not feel that I need to spend time to repeat to you all the various circumstances which go to support or impeach the credibility of a witness. In passing on the testimony of a witness, you will consider his manner, his bearing, the story he tells, his intelligence, his prejudice, his disinterestedness, his honesty, his frankness, his disposition to be fair and other indescribable evidences of truth or falsehood, which every man sees and appreciates, and which, whether you realize it or not, enters into your mind notwithstanding, and controls your judgment in determining whether a witness is credible and what weight his testimony should have. A witness may be honest and truthful, and yet he may have a very defective memory, he may greatly lack in intelligence, and the weight that you will give to his testimony will not be such as you would give to that of an intelligent witness, with a clear, retentive memory. I am not making application, in anything that I am saying, to any witness in the case, I am simply discussing the matter in a general way to invite your attention to those circumstances which should be considered in determining the credibility of a witness and the weight which should be given to the story he tells.

The government must make out its case, and the fact that the defendants in this case have failed to testify, is not to be taken into the account against them. Without reference to whether they have testified or not, leaving

that entirely out of view, you are to take up the testimony which the government has introduced here and say whether it satisfies you with that certainty which the law requires that they are or are not guilty of the offense charged.

Accordingly as you find the facts, you may find all the defendants guilty, or you may find one or more guilty, and the others not guilty. Your verdict as to each will be determined by the facts as you find them. Each man's case is to be considered separately, and you are to find and determine whether they are all guilty, or whether they are all not guilty or whether some of them are guilty and some are not guilty, but it must appear that at least two persons conspired together. A man can not conspire with himself. There must be at least two.

Now, gentlemen, when you retire to your room, inquire, first, whether about the time charged in this indictment, in this district, there was a combination of persons carrying on a lottery, in violation of the Act of Congress, to which I have called your attention, by carrying lottery tickets from Kentucky to Ohio? And if you find there was no such combination of persons, acting together for such purpose, that will be the end of the case, and your verdict should be not guilty. But if you find there was such a combination of persons then let your next inquiry be as to whether these defendants, or any of them, were parties to that combination; were they taking part in it; were they playing parts in this unlawful combination, to carry lottery tickets from Kentucky to Ohio? If you find they were not, that is the end of the case. But if you find they were, then the next question is, did any one in carrying out the common purpose, carry any lottery tickets, as I have explained that term, from Kentucky to Ohio? If no one of them carried any tickets from Kentucky to Ohio, that is the end of the case and your verdict should be not guilty as to all of them. But if you find that one of them did carry tickets across the bridge from Kentucky into Ohio, having first found the other propositions to be true, then you will be warranted in returning a verdict of guilty as against all, or such of them as you find to be guilty.

Now, gentlemen, the court commits the case to your hands, satisfied that you will give it careful consideration and that your verdict when it is returned into court, will present the truth. A verdict that you will not only be satisfied with when it is rendered but satisfied with hereafter.

Counsel for the defendants except to that portion of

the charge as to what is sufficient venue; as to that portion of the charge as to what is a sufficient overt act; as to what in law constitutes a lottery ticket; as to all that portion of the charge as to what in law is sufficient to effect or accomplish the act of conspiracy; as to all that portion of the charge as to what would be sufficient on the part of the defendant, Hoff, to constitute him a co-conspirator; as to all that portion of the charge in relation to the defendant, Hoff, as to what would be sufficient in law to constitute him guilty of being one of the co-conspirators; also the same exception as to Edgar and as to Reilley and the defendant, Francis; also to that portion of the charge as to what constitutes a reasonable doubt; also the refusal of the court to give the special requests by defendant's counsel, and each of them; also to all that portion of the charge as to what constitutes a ticket and a violation of the Act of March 2nd, '95; to all that portion of the charge defining what constitutes conspiracy under Section 5440 R. S.; as to all that portion of the charge as to what is sufficient to constitute an overt act; also an exception to the papers sent in to the jury, all that were introduced in evidence.

Whereupon the defendant, Charles W. Reilley filed his motion in writing to acquit, which same is clothed in the words and figures following, to wit:

Filed Mar. 14, 1900. Shay & Cogan, Attorneys for Defendant.

District Court, S. D. O., W. D.

The United States, Plaintiff,
vs.
Charles W. Reilley, Defendant.

No. 377.
Motion.

And now comes the defendant, Charles W. Reilley, and moves the court to direct the jury to acquit him:

1st. Because the said indictment does not charge an offense within the jurisdiction of this court.

2nd. Because the facts and statements contained in the indictment charge no crime against any valid law of the United States.

3rd. Because the said act of March 2, 1895, 3 Session,

53 Congress, p. 963, is an act not within the constitutional power of the Congress of the United States, in so far as therein contained, to wit: "That any person who shall cause to be carried from one state to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share, or interest in or dependent upon the event of a lottery, so-called gift, concert, or similar enterprise offering prizes dependent upon lot or chance," and is therefore illegal and void.

4th. Because there is no sufficient proof to support a conviction under any count in this indictment as against this defendant.

Shay & Cogan,
Attorneys for Defendant.

Which motion was overruled by the court, to all of which ruling of the court the said defendant, Charles W. Reilley, then and there excepted.

And thereupon the defendant, John Francis, filed his motion in writing to acquit, which same is in the words and figures, following, to wit:

District Court, S. D. O., W. D.

The United States, Plaintiff,
vs. No. 377. Motion.
John Francis, Defendant.

And now comes the defendant, John Francis, and moves the court to direct the jury to acquit him:

1st. Because the said indictment does not charge an offense within the jurisdiction of this court.

2nd. Because the facts and statements contained in the indictment charge no crime against any valid law of the United States.

3rd. Because the said act of March 2, 1895, 3 Session, 53 Congress, p. 963, is an act not within the constitutional power of the Congress of the United States, in so far as therein contained, to wit: "That any person who shall cause to be carried from one state to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share, or interest in or dependent upon the event of a lottery, so-called gift, con-

cert, or similar enterprise offering prizes dependent upon lot or chance," and is therefore illegal and void.

4th. Because there is no sufficient proof to support a conviction under any count in this indictment as against this defendant.

Shay & Cogan,
Attorneys for Defendant.

Filed Mar. 14, 1900. Shay & Cogan, Attorneys for Defendant.

Which motion was overruled by the court, to all of which ruling of the court the said defendant, John Francis, then and there excepted.

And thereupon came the defendant, Anthony Hoff, and filed in writing his motion to acquit, which same is in words and figures following, to wit:

District Court, S. D. O., W. D.

The United States,	Plaintiff,	No. 377. Motion.
vs.		
Anthony Hoff,	Defendant.	

And now comes the defendant, Anthony Hoff, and moves the court to direct the jury to acquit him:

1st. Because the said indictment does not charge an offense within the jurisdiction of this court.

2nd. Because the facts and statements contained in the indictment charge no crime against valid law of the United States.

3rd. Because the said act of March 2, 1895, 3 Session, 53 Congress, p. 963, is an act not within the constitutional power of the Congress of the United States, in so far as therein contained, to wit: "That any person who shall cause to be carried from one state to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share, or interest in or dependent upon the event of a lottery, so-called gift, concert, or similar enterprise offering prizes dependent upon lot or chance," and is therefore illegal and void.

4th. Because there is no sufficient proof to support a

conviction under any count in this indictment as against this defendant.

Shay & Cogan,
Attorneys for Defendant.

Filed Mar. 14, 1900. Shay & Cogan, Attorneys for Defendant.

Which motion was overruled by the court, to all of which ruling of the court the said defendant, Anthony Hoff, then and there excepted.

And thereupon came the defendant, Peter Edgar, and filed in writing his motion to acquit, which same is clothed in the words and figures following, to wit:

District Court, S. D. O., W. D.

The United States, Plaintiff,
vs.
John Edgar, alias Peter Edgar, Defendant.
} Motion. No. 377.

And now comes the defendant, John Edgar, alias Peter Edgar, and moves the court to direct the jury to acquit him:

1st. Because the said indictment does not charge an offense within the jurisdiction of this court.

2nd. Because the facts and statements contained in the indictment charge no crime against valid law of the United States.

3rd. Because the said act of March 2, 1895, 3 Session, 53 Congress, p. 963, is an act not within the constitutional power of the Congress of the United States, in so far as therein contained, to wit: "That any person who shall cause to be carried from one state to another in the United States any paper, certificate, or instrument purporting to be or to represent a ticket, chance, share, or interest in or dependent upon the event of a lottery, so-called gift, concert, or similar enterprise offering prizes dependent upon lot or chance," and is therefore illegal and void.

4th. Because there is no sufficient proof to support a conviction under any count in this indictment as against this defendant.

Shay & Cogan,
Attorneys for Defendant.

Filed Mar. 14, 1900. Shay & Cogan, Attorneys for Defendant.

Which motion was overruled by the court, to all of which ruling of the court the defendant, Peter Edgar, then and there excepted.

And the defendants having asked before argument for special charges which same are as follows, to wit:

Before the defendants, or any of them, can be convicted under the indictment with which they stand charged the government must satisfy you beyond a reasonable doubt of two things, viz.:

First, that on or about the 4th day of October, 1899, in the county of Hamilton, and state of Ohio, and within the jurisdiction of this court, two or more of the defendants did then and there unlawfully, knowingly, and feloniously conspire together to commit an offense against the laws of the United States by conspiring to cause to be carried from Newport, in the state of Kentucky, to Cincinnati, in the state of Ohio, certain papers, certificates, and instruments purporting to be and to represent chances, shares and interests in prizes which by lot and chance might be awarded to persons who might select the numbers which by lot and chance should be included in the twelve numbers drawn and selected at the drawings of the so-called Kentucky lottery and the so-called Henry lottery or either of them, enterprises offering prizes dependent upon lot and chance or commonly known as policy and consisting in the drawing and selection by lot and chance at stated intervals of twelve of the numbers from one to seventy-eight, inclusive, and of awarding prizes in varying amounts to those who may have prior to the time of any one of the drawings and selections as aforesaid upon the payment of a small sum of money, select various combinations of numbers included in the said twelve numbers thereafter at said drawings drawn and selected by lot and chance as aforesaid; and

Second. That Charles W. Reilley, John Francis, Anthony Hoff and John Edgar, or either of them, to effect the object of such conspiracy, if you should find such conspiracy to have been entered into, at or about the time and place and for the purposes aforesaid, unlawfully, knowingly and feloniously cause to be carried from Newport, in the state of Kentucky, to Cincinnati, in the state of Ohio, papers, certificates or instruments representing

chances or interests in either of the lotteries aforesaid as alleged in this indictment.

I charge you that the papers, certificates or instruments, purporting to be or representing chances or interests in lotteries to which the indictment in this case refers must, in order to convict the defendants or either of them, be shown to have been papers, certificates or instruments in some drawing or drawings thereafter to take place, and not papers, certificates, or instruments in some drawing or drawings of either of said lotteries which had already taken place.

I further charge you that the conspiracy alleged in the indictment of conspiring to cause to be carried from one state to another, to wit, from Newport, in the state of Kentucky, to Cincinnati, in the state of Ohio, papers, certificates and instruments representing or purporting to represent chances, shares or interests in the said lottery must be shown to be for the purpose of disposing of such papers, certificates and instruments, and such purpose can not be inferred, must be proved, like any other fact, by testimony which shall so satisfy you beyond a reasonable doubt.

The failure of any of the defendants to take the stand in his own behalf must not be considered by you in the least degree as evidence of guilt, and you must not allow such fact to weigh in your judgment in determining the guilt or innocence of the defendants or either of them.

I charge you that the act under which the defendants stand indicted, in so far as it attempts to prohibit the carrying from one state to another of papers, certificates and instruments purporting to be or representing a ticket, chance, share or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance, is unconstitutional and void, and your verdict therefore must be for the defendants.

I charge you that any paper, certificate or instrument which purports to be or represents to be a ticket, chance, share or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance must be such paper, certificate or instrument as upon its face purports to entitle the holder thereof to a chance, share or interest in any so-called lottery or similar enterprise offering prizes dependent upon lot or chance, and the mere carrying of papers, instruments, or certificates showing the result of a lottery or similar enterprise which has already been drawn, and it is not sufficient that numbers were placed upon a slip of paper offering to bet upon a future drawing, or is not an interest in

or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance coming within the meaning of the statute as defined under the Act of March 2, 1895, 28 Statutes at Large, p. 963; and therefore if you find that the so-called papers, instruments or certificates charged in the indictment against the defendants to have been caused to have been carried from Newport, in the state of Kentucky, to Cincinnati, in the state of Ohio, was of the kind herein mentioned, your verdict should be not guilty.

I charge you that any paper, certificate or instrument which purports to be or represents a ticket, chance, share or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance must be such papers, certificate, or instrument as upon its face purports to entitle the holder thereof to a chance, share or interest in any co-called lottery or similar enterprise offering prizes dependent upon lot or chance, and the mere carrying of papers, instruments, or certificates showing the result of a lottery or similar enterprise which has already been drawn and which event has already taken place is not such a ticket, chance, share or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance coming within the meaning of the statute as defined under the act of March 2, 1895, 28 Statutes at Large, p. 963; and therefore, if you find that the so-called papers, instruments or certificates charged in the indictment against the defendants to have been caused to have been carried from Newport, in the State of Kentucky, to Cincinnati, in the State of Ohio, in pursuance of a conspiracy, do not upon their face represent a ticket, chance, share, or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot, chance or if said alleged papers, certificates or instruments purporting to be or represent a share, chance or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance are such papers, certificates, or instruments of a lottery which prior to the time alleged of being carried as aforesaid, had already been drawn, then in that case I charge you that said so-called papers, instruments or certificates are not such as are forbidden to be carried within the meaning of said statute.

If the facts tending to show guilt may fairly be reconciled with innocence, then I charge you a reasonable doubt may be considered to exist.

The proof must show it to be the act of two or more,

that is, it must be a joint act, in order to constitute the crime charged.

I charge you, as a matter of law, that the mere passive cognizance of the illegal action of others is not sufficient to show a conspiracy. An active participation is necessary in order to constitute the guilt of a defendant.

In order to establish a conspiracy it is necessary that the jury should find from the proof adduced that at least two persons engaged in it, that is two persons named in the indictment did unlawfully conspire to do the unlawful act charged, for it is manifest that while one person may resolve to do an unlawful act, it is impossible that such person can conspire with himself; there must be some other person conspiring with such person, and in this case it must be proved that it was at least a conspiracy entered into between two of the defendants named in the indictment and that some overt act was done in the County of Hamilton, State of Ohio, in furtherance thereof.

I charge the jury as matter of law, that before they can find the defendants, or either of them, guilty of the offence charged in the indictment, that it must be proven beyond a reasonable doubt,

First, That the defendants, or at least two of them, entered into a conspiracy to do the act complained of in this indictment.

Second, That said conspiracy was entered into in the County of Hamilton as alleged in this indictment.

If the proof adduced fails to satisfy the jury as to the existence of either of the foregoing elements, then your verdict must be not guilty.

The fact that the said H. T. Harrison did write certain numbers upon a slip of paper to be played in lottery or similar enterprise, does not make the same a ticket representing an interest, share or chance in a lottery or similar enterprise dependent upon the event of a lottery dependent upon lot or chance.

John Francis moves the court to charge the jury that the verdict of the jury should be for him and not guilty.

Charles W. Reilley moves the court to charge the jury that as to him the United States has failed to make a case, and that the verdict of the jury should be in his favor.

John Edgar moves the court to charge the jury that as to him the verdict of the jury should be not guilty under each and every count of the indictment.

I charge you as a matter of law from the facts proven that the defendants should go acquit, because there is no legal and valid proof that an offense of conspiracy

was committed within the jurisdiction of this court.

The jury find that the facts tending to show guilt upon the part of the defendants may fairly be reconciled with innocence. I charge you that then a reasonable doubt does exist and the jury should acquit such persons.

If any member of the jury has a reasonable doubt, as to the guilt of any person accused, it is his duty to withhold his assent to a verdict of guilty while such doubt remains in his mind.

It is a well settled rule of law in criminal cases, where the proof adduced is circumstantial, that while they may tend to show strong evidence of guilt, yet, if they are not inconsistent with the innocence of the defendants, the jury should acquit.

The law presumes every man innocent until he is proven guilty, and this presumption continues until removed by proof which satisfies the jury beyond a reasonable doubt.

The jury must find from the testimony adduced that a conspiracy was entered into and the acts done in the county of Hamilton, within the jurisdiction of this court, as alleged in the indictment, or else they must acquit the defendants.

If the jury find that the person named in the indictment, viz., H. T. Harrison, desiring or intending to play policy, wrote out a list of numbers and requested the defendant, Anthony Hoff to send said numbers so as aforesaid written by him to be sent over the river to be played in policy and that he, the said Hoff, gave the said paper containing the numbers to defendant, Edgar, at Newport, in the State of Kentucky, to be carried by him over the river and played in policy, then I charge you there is a variance as between the proof and the allegations of this indictment, and your verdict should be not guilty; and there has been no proof adduced that said numbers had been played, then I charge you that your verdict should be not guilty.

The fact that the defendants or either of them may have committed an unlawful act, to wit, carrying tickets or other papers purporting to represent a share, chance or interest in a lottery, policy or scheme of chance, is not sufficient to warrant a verdict of guilty; it must be proved beyond a reasonable doubt that at least two of the defendants confederated or agreed to do the unlawful act, and in furtherance of said conspiracy, did some overt act in furtherance thereof, and that the conspiring was to carry tickets or other instruments representing a share or interest in the lottery or scheme of chance from New-

port, in the State of Kentucky, to Cincinnati, in the State of Ohio.

A criminal conspiracy consists not merely in the intention of two or more to do an unlawful act, but the gist of the offense is the mutual agreement of the two or more to do the unlawful act in the manner and by the means set forth in the indictment, and some overt act in furtherance thereof.

The fact that the defendants may each or all of them have been engaged in the policy business does not, of itself, warrant the jury finding them guilty as charged, for if the jury find that each acted for himself, that is, without an agreement or confederation to do the unlawful act with the other, then I charge you under this indictment your verdict must be not guilty.

The jury must be satisfied, beyond a reasonable doubt, that each and every element of the crime charged has been proven before they can find a verdict of guilty. If the jury have a reasonable doubt as to the guilt of any defendant, they must solve that doubt in favor of such defendant and acquit him.

The credibility of each and every witness is peculiarly for the jury; the weight to be given the testimony of any witness offered in this case must be determined by the jury.

And the court refused to give said charges, or either of them, to all of which ruling and judgment of the court the defendants and each of them then and there excepted, and thereupon argument of counsel proceeded.

And thereupon came the defendants, Charles W. Reilley, John Francis, Anthony Hoff and Peter Edgar, and presented this, their certain bill of exceptions, which the court finds to have been reasonably taken and observed, and the same being found by the court to be a true bill of exceptions in all respects, is allowed, signed, sealed, and, upon the motion of the defendants, is hereby made a part of the record in this case.

A. C. Thompson,
U. S. District Judge, Sitting as Circuit Judge, S. D. O.

Col. 192.

12 28 51
G No. 16—
(10)

Exhibit (1) J. A. C.

K—385—98.

29 21 48 65 69 35 46 33 59 1 24 78
1 21 24 29 33 35 46 48 59 65 69 78

H—435—98.

45 63 44 35 23 10 71 8 12 61 7 33
7 8 10 12 23 33 35 44 45 61 63 71

F—355—98.

62 4 24 40 41 16 2 77 56 65 15 44
2 4 15 16 24 40 41 44 56 62 65 77

Exhibit No. 2—J. A. C.

K—384—98.

34 52 44 33 26 4 74 12 60 18 56 39 71
4 12 18 26 33 34 39 44 52 56 60 71 74

H—434—98.

58 8 39 12 70 31 14 72 49 77 65 28 47
8 12 14 28 31 39 47 49 58 65 70 72 77

F—354—98.

13 6 20 26 51 62 53 1 57 18 43 12 3
1 3 6 12 18 20 26 43 51 53 57 62

Exhibit No. 3—J. A. C.

There is no Exhibit No. 4.

"K" —549—
A. M.

---

23 35 47 49 58
(20)

Exhibit 5—J. A. C.

No. 520 Saratoga St., Newport, Ky.

Ex. 6.—J. A. C.

"K"
23 35 47 49 58
(20)

---

7 27 57 73
7 33 47 74
1 11 39 49
1 13 50 51
5 25 50 75
K
(5)

Exhibit 7—J. A. C.

W. C.
J. S. W.

---

13 26 62 75
6 20 26 75

(5)

---

75 Day (20)
Ky 1st 12

Ex. 8—J. A. C.

---

5 17 70 75
10 22 66 75
7 17 27 75
3 9 17 75
7 9 53 75

(5)

Ky

Ex. 9—J. A. C.

W. C.

---

6 10 16 69 75
6 12 23 62 75

---

(5)

6 13 26 62
6 50 74 75

---

(5)

75—Day (15)
Ky.

Ex. 10—J. A. C. W. C.
G. O. N.

6 10 16 69 75
6 12 23 62 75 (5)

6 13 26 62
6 50 74 75 (5)

75 Day (15)
Ky.

Ex. 11—J. A. C.

---

75 5 17 70
75 10 22 66 Ky.
75 7 17 27
75 3 9 17
75 7 9 53

Ex. 12—J. A. C.

---

2 11 24 45 69

Ex. 14—J. A. C.

The Kentucky Lottery decided by the drawing of the Canadian Royal Art Union. Class M. To be drawn at Montreal, Canada, on Saturday, Sept. 30, 1899. This quarter ticket entitles the holder to such prize as may be drawn to its number if presented before expiration of three months from date of said drawing. On Saturday, September 30th, 1899.

Quarter Class M. 25 cts quarter.—4648.

Nine One Three Two Cipher.
(9 1 3 2 0)
Nine One Three Two Cipher.
(9 1 3 2 0)
S. F. Dickinson, Manager.

Ex. 13—J. A. C.

Buyers, Take Notice.

Tickets will not hold good if mutilated, pieced, or in any way altered, or cancelled.

List of Prizes.

1 Prize	$15,000	is	$15,000
1 Prize	4,000	is	4,000
1 Prize	2,000	is	2,000
1 Prize	1,000	is	1,000
2 Prizes	500	are	1,000
5 Prizes	200	are	1,500
25 Prizes	60	are	4,000
100 Prizes	40	are	4,000
200 Prizes	20	are	4,000
300 Prizes	12	are	3,600
500 Prizes	8	are	4,000

Approximation Prizes.

100 Prizes	$20	are	$2,000
100 Prizes	12	are	1,200
100 Prizes	8	are	800

Terminal Prizes.

999 Prizes	$4	are	3,996
999 Prizes	4	are	3,996

3,434 Prizes amounting to $53,092.

Kentucky Lottery Co., drawn in public at 238-240 St. James St., Montreal, Canada.

Price of Tickets:

Wholes,	1.00
Halves	.50
Quarters	.25

Capital Prizes.

Drawn Sep. 30, 1899.

49094	$15,000
14551	4,000
97124	2,000
67256	1,000
49603	500
	500

Next Drawing Oct. 24, 1899.

Ex. 15—J. A. C.

K—548—99.

59 38 56 19 42 8 52 39 2 35 46 26 49
2 8 19 26 35 38 39 42 46 49 52 56 59

H—568—99.

31 21 64 68 48 4 65 12 27 49 70 6 34
4 6 12 21 27 31 34 48 49 64 65 68 70

F—518—99.

53 50 49 70 4 55 15 60 2 18 13 33 52
2 4 13 15 18 33 49 50 52 55 60 70

Ex. 16. J. A. C.

K—544—99.

8 70 14 64 16 51 68 6 13 32 9 27 72
6 8 9 13 14 16 27 32 51 64 68 70 72

H—564—99.

63 4 52 36 73 53 8 40 70 28 32 44 37
4 8 28 32 36 37 40 44 52 53 65 70 73

E—514—99.

29 60 41 57 10 38 74 11 61 47 16 67 39
10 11 16 29 38 39 41 47 57 60 61 67 74

K—545—99.

38 63 32 67 55 1 61 71 19 26 36 43
1 19 26 32 36 38 43 55 61 63 67 71

H—565—99.

61 6 76 21 8 57 59 42 16 7 17 56
6 7 8 16 17 21 42 56 57 59 61 76

F—515—99.

54 39 64 48 36 47 78 24 76 70 63 50
24 36 39 47 48 50 54 63 64 70 76 78

K—546—99.

40 68 38 17 44 29 3 42 76 20 73 64 72
3 17 20 29 38 40 42 44 64 68 72 73 76

H—566—99.

54 62 3 38 47 34 65 74 14 37 15 61 4
3 4 14 15 34 37 38 47 54 61 62 65 74

F—516—99.

8 63 71 20 52 65 69 39 76 18 19 2 45
2 8 18 19 20 39 45 63 65 69 71 76

K—547—99.

1 45 15 24 73 11 6 32 43 13 71 28
1 6 11 13 15 24 28 32 43 45 71 73

H—567—99.

71 13 22 41 39 40 70 26 43 50 65 3
3 13 22 26 39 40 41 43 50 65 70 71

F—517—99.

42 37 21 27 62 25 74 26 1 52 35 64
1 21 25 26 27 35 37 42 52 62 64 74

K—543—99.

44 49 26 35 18 41 52 10 59 13 43 73
10 13 18 26 35 41 43 44 49 52 59 73

H—563—99.

60 77 1 20 39 12 27 25 71 74 10 62
1 10 12 20 25 27 39 60 62 71 74 77

F—513—99.

58 28 29 77 68 56 7 20 42 23 15 47
7 15 20 23 28 29 42 47 56 58 68 77

K—542—99.

34 51 29 32 22 33 50 21 76 28 35 68 40
21 22 28 29 32 33 34 35 40 50 51 68 76

H—562—99.

52 15 14 73 20 26 36 17 54 58 23 44 46
14 15 17 20 23 26 36 44 46 52 54 58 73

F—512—99.

1 36 56 49 27 39 31 12 9 78 68 20 63
1 9 12 20 27 31 36 39 49 56 63 68 78

K—541—99.

36 58 16 2 37 50 48 78 8 22 54 4
2 4 8 16 22 36 37 48 50 54 58 78

H—561—99.

77 63 35 7 28 51 5 70 73 44 43 59
5 7 28 35 43 44 51 59 63 70 73 77

F—511—99.

53 7 21 78 49 25 15 51 65 28 11 31
7 11 15 21 25 28 31 49 51 53 65 78

K—540—99.

63 37 65 20 40 34 12 25 71 50 19 31 62
12 19 20 25 31 34 37 40 50 62 63 65 71

H—560—99.

74 46 58 5 41 63 29 1 59 30 32 28 49
1 5 28 29 30 32 41 46 49 58 59 63 74

F—510—99.

47 60 72 29 16 27 34 43 63 21 42 2 78
2 16 21 27 29 34 42 43 47 60 63 72 78

K—539—99.

54 17 48 57 77 66 19 39 32 44 13 6
6 13 17 19 32 39 44 48 54 57 66 77

H—559—99.

31 15 56 78 37 18 48 72 22 58 25 30
15 18 22 25 30 31 37 48 56 58 72 78

F—509—99.

37 7 20 51 55 44 73 50 48 18 26 78
7 18 20 26 37 44 48 50 51 55 73 78

K—538—99.

12 46 28 33 35 25 5 27 48 53 36 11 40
5 11 12 25 27 28 33 35 36 40 46 48 53

H—558—99.

54 30 19 28 10 8 32 40 71 66 18 16 65
8 10 16 18 19 28 30 32 40 54 65 66 71

F—508—99.

53 17 69 14 9 64 38 70 43 11 42 60 30
9 11 14 17 30 38 42 43 53 60 64 69 70

K—537—99.

24 61 55 74 50 77 56 60 32 26 57 37
24 26 32 37 50 55 56 57 60 61 74 77

H—557—99.

48 33 17 78 3 54 50 67 70 74 19 76
3 17 19 33 48 50 54 67 70 74 76 78

F—507—99.

29 68 39 36 27 16 51 77 4 23 34 64
4 16 23 27 29 34 36 39 51 64 68 77

K—536—99.

63 15 40 47 27 70 57 24 45 38 3 78 62
3 15 24 27 38 40 45 47 57 62 63 70 78

H—556—99.

65 1 14 67 55 34 61 27 6 36 60 36 47
1 6 14 27 34 36 46 47 55 60 61 65 67

F—506—99.

40 8 51 10 29 28 3 74 33 9 23 13 73
3 8 9 10 13 23 28 29 33 40 51 73 74

K—535—99.

69 3 77 34 63 21 30 60 35 10 32 48
3 10 21 30 32 34 35 48 60 63 69 77

H—555—99.

74 12 56 72 1 39 35 41 10 38 75 25
1 10 12 25 35 38 39 41 56 72 74 75

F—505—99.

27 43 5 75 17 11 63 18 55 4 48 64
4 5 11 17 18 27 43 48 55 63 64 75

K—534—99.

44 27 53 52 38 73 23 63 19 34 61 29 50
19 23 27 29 34 38 44 50 52 53 61 63 73

H—554—99.

24 5 39 23 50 61 54 8 38 56 42 71 70
5 8 23 24 38 39 42 50 54 56 61 70 71

F—504—99.

32 35 64 50 42 9 44 6 13 75 10 67 71
6 9 10 13 32 35 42 44 50 64 67 71 75

K—532—99.

19 54 20 47 39 66 77 38 13 5 42 21
5 13 19 20 21 38 39 42 47 54 66 77

H—553—99.

47 14 18 15 45 41 22 50 62 21 76 42
14 15 18 21 22 41 42 45 47 50 62 76

F—503—99.

30 71 66 13 53 3 15 46 52 35 55 28
3 13 15 28 30 35 46 52 53 55 66 71

K—532—99.

55 9 43 77 2 38 53 19 78 28 7 32 15
2 7 9 15 19 28 32 38 43 53 55 77 78

H—552—99.

24 49 4 35 17 39 46 66 13 53 36 44 73
4 13 17 24 35 36 39 44 46 49 53 66 73

F—502—99.

59 35 76 2 37 39 51 18 40 66 57 27 72
2 18 27 35 37 39 40 51 57 59 66 72 76

K—531—99.

57 14 30 29 48 15 47 18 26 64 71 44
14 15 18 26 29 30 44 47 48 57 64 71

H—551—99.

15 37 49 25 62 68 29 36 35 52 61 53
15 25 29 35 36 37 49 52 53 61 62 68

F—501—99.

32 55 68 39 73 41 49 16 33 13 54 51
13 16 32 33 39 41 49 51 54 55 68 73

K—530—99.

41 13 57 56 31 73 58 16 36 70 51 8 65
8 13 16 31 36 41 51 56 57 58 65 70 73

H—550—99.

22 71 59 65 12 66 53 3 74 13 24 4 67
3 4 12 13 22 24 53 59 65 66 67 71 74

F—500—99.

66 78 41 69 27 11 30 14 61 65 46 9 40
9 11 14 27 30 40 41 46 61 65 66 69 78

9 10 11 64 70 67 76
16

K—529—99.

43 44 30 22 37 50 66 2 68 5 60 29
2 5 22 29 30 37 43 44 50 60 66 68

H—549—99.

14 36 65 76 74 18 29 41 34 22 40 27
14 18 22 27 29 34 36 40 41 65 74 76

F—499—99.

57 66 31 10 24 74 28 71 29 68 16 34
10 16 24 28 29 31 34 57 66 68 71 74

K—528—99.

76 30 57 70 65 14 62 25 23 68 8 60 52
8 14 23 25 30 52 57 60 62 65 68 70 76

H—548—99.

18 2 51 42 20 24 14 31 55 53 34 9 33
2 9 14 18 20 24 31 33 34 42 51 54 55

F—498—99.

51 48 67 17 26 71 68 64 74 58 39 78 36
19 26 36 39 48 51 58 64 67 68 71 74 78

1 10 11 28 46 53 64 67 70

K—527—99.

60 59 56 38 58 47 14 6 66 76 71 18
6 14 18 38 47 56 58 59 60 66 71 76

H—547—99.

48 72 28 66 7 46 2 29 20 8 62 65
2 7 8 20 28 29 46 48 62 65 66 77

F—497—99.

45 63 9 43 23 15 62 21 22 67 73 26
9 15 21 22 23 26 43 45 62 63 67 73

K—526—99.

8 71 40 68 11 9 25 37 33 49 2 14 60
2 8 9 11 14 24 33 37 40 49 60 68 71

H—546—99.

37 50 10 45 62 5 34 8 64 35 43 31 68
5 8 10 31 34 35 37 43 45 50 62 64 68

F—546—99.

75 32 45 77 35 28 40 11 64 66 76 73 24
11 24 28 32 35 40 45 64 66 73 75 76 77

K—525—99.

50 21 63 22 42 11 70 69 24 78 38 66
11 21 22 24 38 42 50 63 66 69 70 78

H—545—99.

54 66 26 62 75 77 14 52 18 44 3 47
3 14 18 26 44 47 52 54 62 66 75 77

F—495—99.

41 47 16 27 45 65 25 44 21 72 17 5
5 16 17 21 25 27 41 44 45 47 65 72

K—524—99.

6 20 29 16 43 51 25 68 37 42 5 70 39
5 6 16 20 25 29 37 39 42 43 51 68 70

H—544—99.

46 36 52 74 32 63 78 2 71 5 26 76 16
3 5 16 26 32 36 46 52 63 71 74 76 78

F—494—99.

51 4 36 23 42 38 24 32 33 48 70 78 12
4 12 23 24 32 33 36 38 42 48 51 70 78

K—523—99.

23 74 57 1 51 72 47 48 71 30 44 75
1 23 30 44 47 48 51 57 71 72 74 75

H—543—99.

31 70 73 28 19 40 15 3 57 52 2 9
2 3 9 50 19 28 31 40 52 57 70 73

F—493—99.

42 29 49 70 6 44 13 4 41 14 34 52
4 6 13 14 29 34 41 42 44 49 52 70

K—522—99.

72 39 49 41 53 28 48 44 57 26 36 21 64
21 26 28 36 38 39 41 44 49 53 57 64 72

H—542—99.

49 14 16 38 35 10 78 4 68 1 22 74 12
1 4 10 12 14 16 22 35 58 49 68 74 78

F—492—99.

45 54 32 58 31 21 25 9 66 74 15 76 48
9 15 21 25 31 32 45 48 54 58 66 74 76

K—521—99.

52 2 71 59 6 43 73 78 49 50 24 9
2 6 9 24 43 49 50 52 59 71 73 78

H—541—99.

22 7 78 34 18 1 46 37 21 17 71 59
1 7 17 18 21 22 34 37 46 59 71 78

F—491—99.

62 33 50 25 1 32 13 68 41 71 3 66
1 3 13 25 32 33 41 50 62 66 68 71

K—520—99.

31 32 46 28 56 69 18 16 54 66 17 65 74
16 17 18 28 31 32 46 54 56 65 66 69 74

H—540—99.

40 26 48 33 46 71 55 50 47 54 32 21 3
3 21 26 32 33 40 46 47 48 50 54 55 71

F—490—99.

10 52 73 67 64 46 39 63 66 78 8 26 11
8 10 11 26 39 46 52 54 63 66 67 73 78

K—519—99.

43 6 78 19 31 72 51 40 30 46 59 38
6 19 30 31 38 40 43 46 51 59 72 78

H—539—99.

9 71 26 12 35 13 49 58 63 77 30 75
9 12 13 26 30 35 49 58 63 71 75 77

F—489—99.

12 39 13 29 73 19 75 41 71 52 23 18
12 13 18 19 23 29 39 41 52 71 73 75

K—518—99.

70 28 52 13 27 75 38 40 74 11 54 18 46
11 13 18 27 28 38 40 46 52 54 70 74 75

H—538—99.

36 74 24 12 54 78 52 32 65 55 4 26 14
4 12 14 24 26 32 36 52 54 55 65 74 78

F—488—99.

38 14 26 15 43 58 41 39 29 1 30 3 27
1 3 14 15 20 27 29 30 38 39 41 43 58

K—517—99.

37 71 25 63 11 59 8 49 41 75 6 17
6 8 11 17 25 37 41 49 59 63 71 75

H—537—99.

15 78 70 2 10 39 55 47 62 9 45 58
2 9 10 15 39 45 47 55 58 62 70 78

F—487—99.

77 38 22 49 72 6 21 76 60 66 1 20
1 6 20 21 22 38 49 60 66 72 76 77

10 25 55

K—516—99.

21 23 65 2 18 5 41 33 64 40 75 53 26
2 5 18 21 23 26 33 40 41 53 64 65 75

H—536—99.

74 30 13 78 64 19 52 62 61 12 14 2 49
2 12 13 19 24 30 49 52 61 62 64 74 78

F—486—99.

4 73 64 20 46 53 39 10 3 52 35 50 37
3 4 10 20 35 37 39 46 50 52 53 64 73

Ex. 17. J. A. C.

Recognizance for Appearance.

The State of Ohio, Hamilton county, City of Cincinnati, Sct.:

The Police Court of Cincinnati.

Charge———

Prom. Scheme of Chance.

State of Ohio,

vs.

Peter Edgar.

Be it remembered that on this 4th day of October, A. D. 1899, personally appeared Peter Edgar and C. W. Reilley and jointly and severally acknowledged themselves to owe unto the state of Ohio the sum of three hundred (300)

dollars, to be levied of their goods and chattels, lands and tenements, if default be made in the condition following, to wit:

The condition of this recognizance is such that if the above bound Peter Edgar shall personally be and appear before the Police Court of the city of Cincinnati, on the 5th day of Oct. A. D., 1899, and so from day to day until finally disposed of, then and there to answer unto the state of Ohio a charge of promoting scheme of chance and abide the judgment of the court, and not depart without leave, then this recognizance to be void; otherwise it shall be and remain in full force and virtue in law.

Peter Edgar, (Seal.)
C. W. Reilley, (Seal.)

Taken, signed and acknowledged by order of court, this 4th day of October, A. D. 1899.

Thomas J. Noctor,
Clerk of the Police Court of the city of Cincinnati.
By J. B. Menke, Deputy Clerk.

The Police Court of Cincinnati.

Charge P. S. of C.

State of Ohio,
vs.
Peter Edgar.

Surety on the recognizance in the above case, being sworn according to law, deposeth and saith that he is a resident of the county of Hamilton and state aforesaid, and has real estate located at 2050 Symmes St., and that the same is in his own right and in his own name and unincumbered and the value of the same is two thousand dollars, and that beyond the amount of his debts he is worth the sum of ——— dollars and has property liable to execution in this state equal to the sum of ——— dollars.

C. W. Reilley, (Seal.)

Sworn to and subscribed before me this 4th day of Oct., A. D. 1899.

Thomas J. Noctor,
Clerk of the Police Court of the city of Cincinnati.
By J. B. Menke, Deputy.

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16160.

Recognizance for Appearance.

State of Ohio,

vs.

Peter Edgar.

Filed 4th day of Oct., A. D. 1899. Thomas J. Noctor, Clerk of the Police Court of the city of Cincinnati. By J. B. Menke, Deputy.

Defendant called and failing to appear, and ——— the bail, being called to produce the body of the said ———, and failing so to do, court orders this recognizance to be forfeited ——— this ——— day of ——, A. D. 1899.

Thomas J. Noctor,
Clerk of the Police Court of the City of Cincinnati.
By ——— Deputy.

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New Haven, Conn. 16 Collect. Cinc., Oct. 4, '99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Beauty
Soap

Invite Gas.

Sent.

1c Int. Rev. Stamp. W C Oct. 23, 1899.
A 69 N Y. Lr vs. 12 12 p.

New Haven, Conn. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Beauty
Gas

Liberty Plant.

Sent.

1c Int. Rev. Stamp. W C Oct. 23, 1899.
965 N Y. Lr vs. 120 pp.

B
Chicago, Ill. 18 Collect. Cin., Oct. 4, '99.

Henry
Govern
Goodwin
Jester
Eagle
Andrew
Temper
Nutmeg
Brighton
Colfax
Jersey
Simple
Hermit
Auction
Fisher
Invite
Honey

Grief Smile.

Sent.

1c Int. Rev. Stamp. W C Oct., 1899.
78 X M 2 N E. 506 P.

S
Chicago, Ill. 17 Collect. Cin., Oct. 4, '99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Invite
Modest

Snake Naked.

Sent.

1c Int. Rev. Stamps. W C Oct. 4, 1899.
68 X-M 2. 506 P-N E.

B
Chicago, Ill. 17 Collect. Cin., Oct. 4|99.

Henry
Plume
Jacob
Turban
Student
Brighton
Talent
Regard
Goodwin
Image
Weapon
Fairfax
Honest
Nimble
Cabin
Liberty

Lime Infant.

Sent.

28 X M 2. N E. 120 W.

M
Chicago, Ill. 17 Collect. Cin., Oct. 4|99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Cake
Hotel

Liberty Plant.

Sent.

1c Int. Rev. Stamp. W C Oct., 1899.
38 X M 2. N. E. 1208 P.

S
Chicago, Ill. 16 Collect. Cin., Oct. 4|99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Cake
Army

Invite Gas.

Sent.

1c Int. Rev. Stamp. W C Oct., 1899.
18 X. M 2 N E. 1205 P.

M

Chicago, Ill. 18 Collect. Cin., Oct. 4,99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Liberty
Snake

Snake Ocean.

Sent.

1c Int. Rev. Stamp. W C Oct., 1899.
8 8 X M 2. X E 509 P.

Indianapolis, Ind. 17 Collect. Cin., Oct. 4,99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal.
Daniel
Regard
Lapland
Ashland
Garter

Oval Mince.

Sent.

1c Int. Rev. Stamp. W C Oct. 04, 1899.
197 B M W F 5108.

Indianapolis, Ind. 15 Collect. Cin., Oct. 4|99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Canal

Gift Otis.

Sent.

1c Int. Rev. Stamp. Oct. 03, 1899.
85 B M H. Hi 1209 P.

Indianapolis, Ind. 16 Collect. Cin., Oct. 4|99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Norway

Paint Cherry.

Sent.

1c Int. Rev. Stamp. W. C. Oct. 04, 1899.
196 B tn. W X 508 P.

Indianapolis, Ind. 16 Collect. Cin., Oct. 4|99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Bath

Grain Oval.

Sent.

1c Int. Rev. Stamp. Oct. 03, 1899.
84 B M H. Hi 1207 P.

Boston, Mass. 18 Collect. Cin., Oct. 4|99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Napkin
Blood

Snake Ocean.

Sent.

1c Int. Rev. Stamp. W C Oct. 04, 1899.
A 160 N Y. M H B V. 508 P.

Boston, Mass. 17 Collect. Cin., Oct. 4|99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Mother
Ocean

Snake Naked.

Sent.

1c Int. Rev. Stamp. W C Oct. 04, 1899.
A 164 N Y. M H B O. 510 P.

Boston, Mass. 18 Collect. Cin., Oct. 4|99.

Newport
Govern
Jackson
Brighton
Turban
Verdict
Negro
Onward
Simple
Punish
Fenton
Local
Dublin
Brutus
Jacob
Mother
Inch

Slack Orange.

Sent.

1c Int. Rev. Stamp. W C Oct. 04, 1899.
G 191 N Y. Bwro. 512 P.

Boston, Mass. 17 Collect. Cin., Oct. 4|99.

Newport
Plume
Negro
Brutus
Chestnut
Island
Jackson
Lemon
Hoffman
Hermit
Ramsey
Weapon
Bengal
Canton
Fox
Local

Lime Result.

Sent.

1c Int. Rev. Stamp. W C Oct. 04, 1899.
G 93 N Y. Sn Pg. 1212 P.

Boston, Mass. 16 Collect. Cin., Oct. 4|99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Foam
Dispute

Invite Gas.

Sent.

1c Int. Rev. Stamp. W C Oct. 03, 1899.
970 N Y. Lvrs. 1213 P.

Boston, Mass. 17 Collect. Cin., Oct. 4|99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Foam
Lark

Liberty Plant.

Sent.

1c Int. Rev. Stamp. W C Oct., 1899.
P 66 N Y. Lrvs. 1208 P.

Detroit, Mich. 17 Collect. Cin., Oct. 4|99.

Henry
Plume
Jacob
Turban
Student
Brighton
Talent
Regard
Goodwin
Image
Weapon
Fairfax
Honest
Nimble
Book
Insist

Lime Infant.

73 D. Tenn. 1206 P. E B Cl.

Detroit, Mich. 17 Collect. Cin., Oct. 4|99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Beauty
Gas

Liberty Plant.

Sent.

1c Int. Rev. Stamp. W C Oct. 04, 1899.
E B 1207 P Bl. 74 De. T M.

Detroit, Mich. 16 Collect. Cin., Oct. 4|'99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Beauty
Soap

Invite Gas.

Sent.

1c Int. Rev. Stamp. W C Oct. 03, 1899.
75 D E. 1209 P. E B A N. T M.

Detroit, Mich. 18 Collect. Cin., Oct. 4 99.

Henry
Govern
Goodwin
Jester
Eagle
Andrew
Temper
Nutmeg
Brighton
Colfax
Jersey
Simple
Hermit
Auction
Fisher
Ice
Gas

Grief Smile.

Sent.

1c Int. Rev. Stamp. W C Oct. 04, 1899.
Cd E B. 509 P. 16 W P E.

Detroit, Mich. 18 Collect. Cin., Oct. 4 99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Incline
Risk

Snake Ocean.

Sent.

1c Int. Rev. Stamp. Oct. 04, 1899.
160 D E. 502 P. E B Cd. (K R—C O.)

Detroit, Mich. 17 Collect. Cin., Oct. 4|99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Ice
Logic

Snake Naked.

Sent.

1c Int. Rev. Stamp. Oct. 04, 1899.
506 P. 159 B E. E B Cel. (K R—C D.)

Buffalo, N. Y. 16 Collect. Cin., Oct. 4|99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Confide
Black

Invite Gas.

Sent.

1c Int. Rev. Stamp. W C Oct. 03, 1899.
132 B N. 1206 P. N S Y.

Buffalo, N. Y. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Confide
Ice

Liberty Plant

Sent.

1c Int. Rev. Stamp. W C Oct. 03, 1899.
133 B W. 1207 P M Dy.

Buffalo, N. Y. 18 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Logic
Sacred

Snake Ocean

Sent.

1c. Int. Rev. Stamp. W C. Oct. 04, 1899.
264 B W 508 P. M A n.

Buffalo, N. Y. 17 Collect. Cin., Oct. 4, '99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Leaf
Miser

Snake Naked

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
263 B U 507 P.

New York City. 17 Collect. K. Cin., Oct. 4, '99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Army
Cake

Snake Naked

Sent.

1c. Int. Rev. Stamp. W C. Oct. 04, 1899.
A 161 Ny. M H Q O. 510 P.

New York City. 16 Collect. R. Cin., Oct. 4, '99

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Gather
Doctor
Invite Gas

Sent.

1c. Int. Rev. Stamp. W C Oct. 03, 1899.
A 67 Ny. Lr & s. 1209 P.

Cleveland, Ohio. 15 Collect. Cin., Oct. 4, '99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Canal
Gift Otis

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
B 135 H. 1207 S. C N.

Cleveland, Ohio. 16 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Bath
Grain Oval

Sent.

1c. Int. Rev. Stamp. W C Oct. 03, 1899.
B 134 H. 1205 P. Cg V.

Cleveland, Ohio. 16 Collect. Cin., Oct. 4, '99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Norway
Paint Cherry

Sent.

1c. Int. Rev. Stamp. W C. Oct. 04, 1899.
B 302 H. Ja 27. 507 P.

Cleveland, Ohio. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Garter
Oval Mince

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
B 303 H. Ja Fy. 510 P.

Columbus, Ohio. 15 Collect. Cin., Oct. 4, '99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Famish
Lagra
Market
Local
Lemon
Norwood
Mutton
Canal
Gift Otis

Sent.

1c. Int. Rev. Stamp. W C. Oct. 04, 1899.
99 P. oy N y. 1206 P.

Columbus, O. 16 Collect. Cin., Oct. 4, '99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Norway

Paint Cherry

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
201 D S V. RS. 509 P. M.

Dayton, O. 16 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Bath

Grain Oval

Sent.

1c. Int. Rev. Stamp. W C Oct. 4, 1899.
11 202 Do. B. 1206 P.

Dayton, Ohio. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Garter

Oval Mince

Sent.

1c. Int. Rev. Stamp. W C Oct. 4, 1899.
212 D2 Po. X. 509 P.

Hamilton, Ohio. 16 Collect. Cin., Oct. 4, '99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Norway

Paint Cherry

Sent.

1c. Int. Rev. Stamp. W C Oct. 4, 1899.
45 H N. V A DC. 509 P.

Hamilton, Ohio. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Garter

Oval Mince

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
44 H N V A De. 507 P.

Hamilton, Ohio. 16 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Bath

Grain Oval

Sent.

1c. Int. Rev. Stamp. Oct. 03, 1899.
22 H N. DO W. 1208 P.

Hamilton, Ohio. 15 Collect. Cin., Oct. 4, '99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Canal

Gift Otis

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
5 1 P Ny. Rn. 1210 Pm.

Springfield, Ohio. 16 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Bath

Grain Oval

Sent.

1c. Int. Rev. Stamp. W C Oct. 03, 1899.
23 A M. qv DP. 1209 P.

Springfield, Ohio. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Garter

Oval Mince

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
50 8 P. 105 P. D N. Y.

Ft. Wayne, Ind.
Toledo, Ohio. 15 Collect. Cin., Oct. 4, '99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Canal

Gift Otis

Sent.

2 1c. Int. Rev. Stamps. W C Oct. 03, 1899.
74 K E P. 75 Kl 12. 0 8 S.

Toledo, Ohio. 16 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Bath

Grain Oval

Sent.

1c. Int. Rev. Stamp. W C Oct. 03, 1899.
73 X KA L D. 120T S.

Ft. Wayne, Ind.
Toledo, Ohio. 16 Collect. Cin., Oct. 4, '99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Norway

Paint Cherry

Sent.

1c. Int. Rev. Stamp. W C. Oct. 04, 1899.
145x. 1461 x 5 To P.

Toledo, Ohio. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Garter

Oval Mince

Sent.

1c. Int. Rev. Stamp. Oct. 04, 1899.
144 x K A. N 506 C.

Philadelphia, Pa. 18 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Incline
Risk

Snake Ocean

Sent.

1c. Int. Rev. Stamp. W C. Oct. 04, 1899.
180 P Nan. 507 P M.

Philadelphia, Pa. 17 Collect. Cin., Oct. 4, '99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Ice
Logic

Snake Naked

Sent.

1c. Int. Rev. Stamp. W C. Oct. 04, 1899.
177 P. ON An. 504 P M.

Philadelphia, Pa. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Beauty
Gas

Liberty Plant

Sent.

1c. Int. Rev. Stamp. Oct. 04, 1899.
90 P RN. 1206 S. An.

Philadelphia, Pa. 16 Collect. Cin., Oct. 4, '99

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Beauty
Soap

Invite Gas.

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
91 P Rn. 120 C P an.

Allegheny, Pa. 16 Collect. Cin., Oct. 4, '99

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Bath

Grain Oval.

Sent.

1c. Int. Rev. Stamp. W C Oct. 03, 1899.
97 G Me. 1206 P 45.

Allegheny, Pa. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Garter

Oval Mince.

Sent.

1c. Int. Rev. Stamp. W C. Oct. 04, 1899.
198 G. D X. D A 507 P.

Providence, R. I. 18 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Mirth
Soap

Snake Ocean

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
A 158 A 7. M H B D. 507 P.

J.
Providence, R. I. 17 Collect. Cin., Oct. 4, '99.

Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Lawn
News
Snake Naked

Sent.

1c. Int. Rev. Stamp. W C Oct. 03, 1899.
A 162 N Y. M A B V. 510 P.

Providence, R. I. 18 Collect. Cin., Oct. 4, '99.

Newport
Govern
Jackson
Brighton
Turban
Verdict
Negro
Onward
Simple
Punish
Fenton
Local
Dublin
Brutus
Jacob
Lawn
Hail
Slack Orange

Sent.

1c Int Rev. Stamp. W C Oct. 04, 1899.
G 192 N Y. B N A S. 514 P

J.
Providence, R. I. 17 Collect. Cin., Oct. 4, '99

Newport
Plume
Negro
Brutus
Chestnut
Island
Jackson
Lemon
Hoffman
Hermit
Ramsey
Weapon
Bengal
Canton
Evening
Invite

Lime Result

Sent.

1c. Int. Rev. Stamp. Oct. 04, 1899.
G 94 N Y. Sngy. 1213 P.

J.
Providence, R. I. 16 Collect. Cin., Oct. 4, '99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Equal
Cabin

Invite Gas

Sent.

1c. Int. Rev. Stamp. W C Oct. 03, 1899.
A 68 N Y. Lr & s. 1211 P.

Albany, N. Y. Rochester, N. Y. Syracuse, N. Y. C H O. Allentown, Pa. J. C. Allentown, Pa. Camden, N. J. Hartford, Conn.

16 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Bath

Grain Oval

Sent.

7 1c. Int. Rev. Stamps. W C Oct. 03, 1899.
G 86. Wc 92 N Y. S N P P. 12 10 P.

Albany, N. Y. Rochester, N. Y. Syracuse, N. Y. C H O. Allentown, Pa. J. C. Allentown, Pa. Camden, N. J. Hartford, Conn.

15 Collect. Cin., Oct. 4, '99.

Plume
Nutmeg
Elmore
Weapon
Vocal
Fenton
Punish
Laura
Market
Local
Lemon
Norwood
Mutton
Canal

Gift Otis

Sent.

7 1c. Int. Rev. Stamps. W C Oct. 03, 1899.
1205 Sm. 79-85 N Y. S N P G. 1207 P.

Rosslyn, Va. 17 Collect.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Garter

Oval Mince

Sent.

1c. Int. Rev. Stamp. Oct. 04, 1899.
284 W. C R B & 506 P.

New York City. 17 Collect. Cin., Oct. 4, '99.

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Gather
Modest

Liberty Plant

Sent.

A 63 Ny. Lr & S. 1205 P.

New York City. 18 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Bread
Incline

Snake Ocean

Sent.

1c. Int. Rev. Stamp. W C Oct. 04, 1899.
A 157 N. Y. M H Q P. 506 P.

J
Providence, R. I. 17 Collect. Cin., Oct. 4, '99

Frankfort
Plume
Punish
Auction
Image
Morsel
Roland
Nimble
Vapor
Wanton
Obtain
Ashland
Ramsey
Brutus
Equal
Liberty

Liberty Plant.

Sent.

1c. Int. Rev. Stamp. W C Oct. 03, 1899.
A 64 N Y. Lr & S. 1206 P.

New Haven, Conn. 17 Collect. Cin., Oct. 4, '99.
Govern
Weapon
Jersey
Clayton
Onward
George
Lemon
Fremont
Eclipse
Hampton
Empire
Auction
Student
Daniel
Ice
Logic
Snake Naked.

Sent.

4 1c. Int. Rev. Stamps. W C Oct. 4, 1899.
A 163 N Y. M HB V. 510 P.

Ex. 18.—J. A. C.

17 Collect. Cin., Oct. 4, '99.
Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Garter
Oval Mince

Sent.

But 50 E P. 184 Albany, N. Y. 185 Rochester, N. Y. 186 Syracuse, N. Y. C H C. 187 Allentown, Pa. J. C. 188 Allentown, Pa. 189 Camden, N. J. 190 Hartford, Conn.

New Haven, Conn. 18 Collect. Cin., Oct. 4, '99.

Frankfort
Govern
Lemon
Image
Fairfax
Colfax
Empire
Andrew
Timid
Pilgrim
Vocal
Daniel
Regard
Lapland
Ashland
Incline
Risk

Snake Ocean.

Sent.

4 1c. Int. Rev. Stamps. W C Oct. 04, 1899.
A 159 N Y. M H B V. 508 P.

Exhibit 19. J. A. C.

G

0—Link.				
5—Adams.	30—Derby.	55—Grain.	80—Lunch.	
6—Admire	31—Desk	56—Grant	81—Magic	
7—Admit	32—Doyle	57—Green	82—Midway	
8—Angel	33—Drake	58—Grub	83—Mince	
9—Arcade	34—Drug	59—Halpin	84—Morbin	
10—Ballot	35—Duty	60—Harper	85—Musket	
11—Bank	36—Easy	61—Hour——	86—Mystic	
12—Banner	37—Edwin	62—Hunter	87—Myrtle	
13—Barber	3—Emery	63—Home	88—Naples	
14—Bates	39—Escort	64—Hope	89—Norfolk	
15—Bath	40—Evade	65—Hunch	90—Norris	
16—Bird	41—Expel	66—Hyson	91—Norway	
17—Brag	42—Expose	67—Impart	92—Ogden	
18—Cadet	43—Extra	68—Index	93—Opal	
19—Canal	44—Fable	69—Inflict	94—Osage	
20—Cargo	45—Face	70—Inman	95—Otis	

21—Carpet 46—Fair 71—Insult 96—Oval
22—Chase 47—Fast 72—Inwood 97—Paint
23—Cherry 48—Fender 73—Iron 98—Permit
24—Cigar 49—Flag 74—Lace 99—Pike
25—Club 50—Flush 75—Lady 100—Plow
26—Copy 51—Gable 76—Lake 1—Plug
27—Dance 52—Gallon 77—Lock 2—Rack
28—David 53—Garter 78—Lyon 3—Rose
29—Dayton 54—Gift 79—Lucas 4—Spot

0—Link
12—Adams 37—Derby 62—Grain 87—Lunch
13—Admire 38—Desk 63—Grant 88—Magic
14—Admit 39—Doyle 64—Green 89—Midway
15—Angel 40—Drake 65—Grub 90—Mince
16—Arcade 41—Drug 66—Halpin 91—Morbin
17—Ballot 42—Duty 67—Harper 92—Musket
18—Bank 43—Easy 68—Hour 93—Mystic
19—Banner 44—Edwin 69—Hunter 94—Myrtle
20—Barber 45—Emery 70—Home 95—Naples
21—Bates 46—Escort 71—Hope 96—Norfolk
22—Bath 47—Evade 72—Hunch 97—Norris
23—Bird 48—Expel 73—Hyson 98—Norway
24—Brag 49—Expose 74—Impart 99—Ogden
25—Cadet 50—Extra 75—Index 100—Opal
26—Canal 51—Fable 76—Inflict 1—Osage
27—Cargo 52—Face 77—Inman 2—Otis
28—Carpet 53—Fair 78—Insult 3—Oval
29—Chase 54—Fast 79—Inwood 4—Paint
30—Cherry 55—Fender 80—Iron 5—Permit
31—Cigar 56—Flag 81—Lace 6—Pike
32—Club 57—Flush 82—Lady 7—Plow
33—Copy 58—Gable 83—Lake 8—Plug
34—Dance 59—Gallon 84—Lock 9—Rack
35—David 60—Garter 85—Lyon 10—Rose
36—Dayton 61—Gift 86—Lucas 11—Spot

0—Link
14—Adams 39—Derby 64—Grain 89—Lunch
15—Admire 40—Desk 65—Grant 90—Magic
16—Admit 41—Doyle 66—Green 91—Midway
17—Angel 42—Drake 67—Grub 92—Mince
18—Arcade 43—Drug 68—Halpin 93—Morbin
19—Ballot 44—Duty 69—Harper 94—Musket
20—Bank 45—Easy 70—Hour 95—Mystic
21—Banner 46—Edwin 71—Hunter 96—Myrtle
22—Barber 47—Emery 72—Home 97—Naples
23—Bates 48—Escort 73—Hope 98—Norfolk

24—Bath
25—Bird
26—Brag
27—Cadet
28—Canal
29—Cargo
30—Carpet
31—Chase
32—Cherry
33—Cigar
34—Club
35—Copy
36—Dance
37—David
38—Dayton

49—Evade
50—Expel
51—Expose
52—Extra
53—Fable
54—Face
55—Fair
56—Fast
57—Fender
58—Flag
59—Flush
60—Gable
61—Gallon
62—Garter
63—Gift

74—Hunch
75—Hyson
76—Impart
77—Index
78—Inflict
79—Inman
80—Insult
81—Inwood
82—Iron
83—Lace
84—Lady
85—Lake
86—Lock
87—Lyon
88—Lucas

99—Norris
100—Norway
1—Ogden
2—Opal
3—Osage
4—Otis
5—Oval
6—Paint
7—Permit
8—Pike
9—Plow
10—Plug
11—Rack
12—Rose
13—Spot

0—Link
18—Adams
19—Admire
20—Admit
21—Angel
22—Arcade
23—Ballot
24—Bank
25—Banner
26—Barber
27—Bates
28—Bath
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35—Chase
36—Cherry
37—Cigar
38—Club
39—Copy
40—Dance
41—David
42—Dayton

43—Derby
44—Desk
45—Doyle
46—Drake
47—Drug
48—Duty
49—Easy
50—Edwin
51—Emery
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53—Evade
54—Expel
55—Expose
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57—Fable
58—Face
59—Fair
60—Fast
61—Fender
62—Flag
63—Flush
64—Gable
65—Gallon
66—Garter
67—Gift

68—Grain
69—Grant
70—Green
71—Grub
72—Halpin
73—Harper
74—Hour
75—Hunter
76—Home
77—Hope
78—Hunch
79—Hyson
80—Impart
81—Index
82—Inflict
83—Inman
84—Insult
85—Inwood
86—Iron
87—Lace
88—Lady
89—Lake
90—Lock
91—Lyon
92—Lucas

93—Lunch
94—Magic
95—Midway
96—Mince
97—Morbin
98—Musket
99—Mystic
100—Myrtle
1—Naples
2—Norfolk
3—Norris
4—Norway
5—Ogden
6—Opal
7—Osage
8—Otis
9—Oval
10—Paint
11—Permit
12—Pike
13—Plow
14—Plug
15—Rack
16—Rose
17—Spot

0—Link
23—Adams
24—Admire
25—Admit
26—Angel

48—Derby
49—Desk
50—Doyle
51—Drake

73—Grain
74—Grant
75—Green
76—Grub

98—Lunch
88—Magic
100—Midway
1—Mince

27—Arcade	52—Drug	77—Halpin	2—Morbin
28—Ballot	53—Duty	78—Harper	3—Musket
29—Bank	54—Easy	79—Hour	4—Mystic
30—Banner	55—Edwin	80—Hunter	5—Myrtle
31—Barber	56—Emery	81—Home	6—Naples
32—Bates	57—Escort	82—Hope	7—Norfolk
33—Bath	58—Evade	83—Hunch	8—Norris
34—Bird	59—Expel	84—Hyson	9—Norway
35—Brag	60—Expose	85—Impart	10—Ogden
36—Cadet	61—Extra	86—Index	11—Opal
37—Canal	62—Fable	87—Inflict	12—Osage
38—Cargo	63—Face	88—Inman	13—Otis
39—Carpet	64—Fair	89—Insult	14—Oval
40—Chase	65—Fast	90—Inwood	15—Paint
41—Cherry	66—Fender	91—Iron	16—Permit
42—Cigar	67—Flag	92—Lace	17—Pike
43—Club	68—Flush	93—Lady	18—Plow
44—Copy	69—Gable	94—Lake	19—Plug
45—Dance	70—Gallon	95—Lock	20—Rack
46—David	71—Garter	96—Lyon	21—Rose
47—Dayton	72—Gift	97—Lucas	22—Spot
0—Link			
26—Adams	51—Derby	76—Grain	1—Lunch
27—Admire	52—Desk	77—Grant	2—Magic
28—Admit	53—Doyle	78—Green	3—Midway
29—Angel	54—Drake	79—Grub	4—Mince
30—Arcade	55—Drug	80—Halpin	5—Morbin
31—Ballot	56—Duty	81—Harper	6—Musket
32—Bank	57—Easy	82—Hour	7—Mystic
33—Banner	58—Edwin	83—Hunter	8—Myrtle
34—Barber	59—Emery	84—Home	9—Naples
35—Bates	60—Escort	85—Hope	10—Norfolk
36—Bath	61—Evade	86—Hunch	11—Norris
37—Bird	62—Expel	87—Hyson	12—Norway
38—Brag	63—Expose	88—Impart	13—Ogden
39—Cadet	64—Extra	89—Index	14—Opal
40—Canal	65—Fable	90—Inflict	15—Osage
41—Cargo	66—Face	91—Inman	16—Otis
42—Carpet	67—Fair	92—Insult	17—Oval
43—Chase	68—Fast	93—Inwood	18—Paint
44—Cherry	69—Fender	94—Iron	19—Permit
45—Cigar	70—Flag	95—Lace	20—Pike
46—Club	71—Flush	96—Lady	21—Plow
47—Copy	72—Gable	97—Lake	22—Plug
48—Dance	73—Gallon	98—Lock	23—Rack
49—David	74—Garter	99—Lyon	24—Rose
50—Dayton	75—Gift	100—Lucas	25—Spot

0—Link

30—Adams
31—Admire
32—Admit
33—Angel
34—Arcade
35—Ballot
36—Bank
37—Banner
38—Barber
39—Bates
40—Bath
41—Bird
42—Brag
43—Cadet
44—Canal
45—Cargo
46—Carpet
47—Chase
48—Cherry
49—Cigar
50—Club
51—Copy
52—Dance
53—David
54—Dayton
55—Derby
56—Desk
57—Doyle
58—Drake
59—Drug
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77—Gallon
78—Garter
79—Gift
80—Grain
81—Grant
82—Green
83—Grub
84—Halpin
85—Harper
86—Hour
87—Hunter
88—Home
89—Hope
90—Hunch
91—Hyson
92—Impart
93—Index
94—Inflict
95—Inman
96—Insult
97—Inwood
98—Iron
99—Lace
100—Lady
1—Lake
2—Lock
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4—Lucas
5—Lunch
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7—Midway
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20—Otis
21—Oval
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29—Spot

0—Link

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0—Link

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89—Garter
90—Gift

5—Inflict
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32—Oval
33—Paint
34—Permit
35—Pike
36—Plow
37—Plug
38—Rack
39—Rose
40—Spot

0—Maple

48—Adams
49—Admire
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51—Angel
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65—Chase
66—Cherry
67—Cigar
68—Club
69—Copy
70—Dance
71—David
72—Dayton

73—Derby
74—Desk
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4—Hour
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0—Maple

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60—Barber 85—Emery 10—Home 35—Naples
61—Bates 86—Escort 11—Hope 36—Norfolk
62—Bath 87—Evade 12—Hunch 37—Norris
63—Bird 88—Expel 13—Hyson 38—Norway
64—Brag 89—Expose 14—Impart 39—Ogden
65—Cadet 90—Extra 15—Index 40—Opal
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68—Carpet 93—Fair 18—Insult 43—Oval
69—Chase 94—Fast 19—Inwood 44—Paint
70—Cherry 95—Fender 20—Iron 45—Permit
71—Cigar 96—Flag 21—Lace 46—Pike
72—Club 97—Flush 22—Lady 47—Plow
73—Copy 98—Gable 23—Lake 48—Plug
74—Dance 99—Gallon 24—Lock 49—Rack
75—David 100—Garter 25—Lyon 50—Rose
76—Dayton 1—Gift 26—Lucas 51—Spot

0—Maple
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56—Admire 81—Desk 6—Grant 31—Magic
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76—Copy 1—Gable 26—Lake 51—Plug
77—Dance 2—Gallon 27—Lock 52—Rack
78—David 3—Garter 28—Lyon 53—Rose
79—Dayton 4—Gift 29—Lucas 54—Spot

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60—Adams 85—Derby 10—Grain 35—Lunch
61—Admire 86—Desk 11—Grant 36—Magic

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17—Halpin
18—Harper
19—Hour
20—Hunter
21—Home
22—Hope
23—Hunch
24—Hyson
25—Impart
26—Index
27—Inflict
28—Inman
29—Insult
30—Inwood
31—Iron
32—Lace
33—Lady
34—Lake
35—Lock
38—Lunch
39—Magic
40—Midway
41—Mince
42—Morbin
43—Musket
44—Mystic
45—Myrtle
46—Naples
47—Norfolk
48—Norris
49—Norway
50—Ogden
51—Opal
52—Osage
53—Otis
54—Oval
55—Paint
56—Permit
57—Pike
58—Plow
59—Plug
60—Rack

86—David 11—Garter 36—Lyon 61—Rose
87—Dayton 12—Gift 37—Lucas 62—Spot

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69—Adams 94—Derby 19—Grain 44—Lunch
70—Admire 95—Desk 20—Grant 45—Magic
71—Admit 96—Doyle 21—Green 46—Midway
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73—Arcade 98—Drug 23—Halpin 48—Morbin
74—Ballot 99—Duty 24—Harper 49—Musket
75—Bank 100—Easy 25—Hour 50—Mystic
76—Banner 1—Edwin 26—Hunter 51—Myrtle
77—Barber 2—Emery 27—Home 52—Naples
78—Bates 3—Escort 28—Hope 53—Norfolk
79—Bath 4—Evade 29—Hunch 54—Norris
80—Bird 5—Expel 30—Hyson 55—Norway
81—Brag 6—Expose 31—Impart 56—Ogden
82—Cadet 7—Extra 32—Index 57—Opal
83—Canal 8—Fable 33—Inflict 58—Osage
84—Cargo 9—Face 34—Inman 59—Otis
85—Carpet 10—Fair 35—Insult 60—Oval
86—Chase 11—Fast 36—Inwood 61—Paint
87—Cherry 12—Fender 37—Iron 62—Permit
88—Cigar 13—Flag 38—Lace 63—Pike
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90—Copy 15—Gable 40—Lake 65—Plug
91—Dance 16—Gallon 41—Lock 66—Rack
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93—Dayton 18—Gift 43—Lucas 68—Spot

0—Maple
72—Adams 97—Derby 22—Grain 47—Lunch
73—Admire 98—Desk 23—Grant 48—Magic
74—Admit 99—Doyle 24—Green 49—Midway
75—Angel 100—Drake 25—Grub 50—Mince
76—Arcade 1—Drug 26—Halpin 57—Morbin
77—Ballot 2—Duty 27—Harper 52—Musket
78—Bank 3—Easy 28—Hour 53—Mystic
79—Banner 4—Edwin 29—Hunter 54—Myrtle
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95—Cargo	20—Face	45—Inman	70—Otis
96—Carpet	21—Fair	46—Insult	71—Oval
97—Chase	22—Fast	47—Inwood	72—Paint
98—Cherry	23—Fender	48—Iron	73—Permit
99—Cigar	24—Flag	49—Lace	74—Pike
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1—Copy	26—Gable	51—Lake	76—Plug
2—Dance	27—Gallon	52—Lock	77—Rack
3—David	28—Garter	53—Lyon	78—Rose
4—Dayton	29—Gift	54—Lucas	79—Spot

0—Maple

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88—Admire	13—Desk	38—Grant	63—Magic
89—Admit	14—Doyle	39—Green	64—Midway
90—Angel	15—Drake	40—Grub	65—Mince
91—Arcade	16—Drug	41—Halpin	66—Morbin
92—Ballot	17—Duty	42—Harper	67—Musket
93—Bank	18—Easy	43—Hour	68—Mystic
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95—Barber	20—Emery	45—Home	70—Naples
96—Bates	21—Escort	46—Hope	71—Norfolk
97—Bath	22—Evade	47—Hunch	72—Norris
98—Bird	23—Expel	48—Hyson	73—Norway
99—Brag	24—Expose	49—Impart	74—Ogden
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5—Cherry	30—Fender	55—Iron	80—Permit
6—Cigar	31—Flag	56—Lace	81—Pike
7—Club	32—Flush	57—Lady	82—Plow
8—Copy	33—Gable	58—Lake	83—Plug
9—Dance	34—Gallon	59—Lock	84—Rack
10—David	35—Garter	60—Lyon	85—Rose
11—Dayton	36—Gift	61—Lucas	86—Spot

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1—Plow
2—Plug
3—Rack
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40—Carpet	65—Fair	90—Insult	15—Oval
41—Chase	66—Fast	91—Inwood	16—Paint
42—Cherry	67—Fender	92—Iron	17—Permit
43—Cigar	68—Flag	93—Lace	18—Pike
44—Club	69—Flush	94—Lady	19—Plow
45—Copy	70—Gable	95—Lake	20—Plug
46—Dance	71—Gallon	96—Lock	21—Rack
47—David	72—Garter	97—Lyon	22—Rose
48—Dayton	73—Gift	98—Lucas	23—Spot

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62—Easy
63—Edwin
64—Emery
65—Escort
66—Evade
67—Expel
68—Expose
69—Extra
70—Fable
71—Face
72—Fair
73—Fast
74—Fender
75—Flag
76—Flush
77—Gable
78—Gallon
79—Garter
80—Gift
82—Grant
83—Green
84—Grub
85—Halpin
86—Harper
87—Hour
88—Hunter
89—Home
90—Hope
91—Hunch
92—Hyson
93—Impart
94—Index
95—Inflict
96—Inman
97—Insult
98—Inwood
99—Iron
100—Lace
1—Lady
2—Lake
3—Lock
4—Lyon
5—Lucas
7—Magic
8—Midway
9—Mince
10—Morbin
11—Musket
12—Mystic
13—Myrtle
14—Naples
15—Norfolk
16—Norris
17—Norway
18—Ogden
19—Opal
20—Osage
21—Otis
22—Oval
23—Paint
24—Permit
25—Pike
26—Plow
27—Plug
28—Rack
29—Rose
30—Spot

0—Straw

36—Adams
37—Admire
38—Admit
39—Angel
40—Arcade
41—Ballot
42—Bank
43—Banner
44—Barber
45—Bates
46—Bath
47—Bird
48—Brag
49—Cadet
50—Canal
51—Cargo
52—Carpet
53—Chase
54—Cherry
55—Bird
56—Club
57—Copy
61—Derby
62—Desk
63—Doyle
64—Drake
65—Drug
66—Duty
67—Easy
68—Edwin
69—Emery
70—Escort
71—Evade
72—Expel
73—Expose
74—Extra
75—Fable
76—Face
77—Fair
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81—Flush
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88—Green
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100—Inflict
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23—Ogden
24—Opal
25—Osage
26—Otis
27—Oval
28—Paint
29—Permit
28—Norway
31—Plow
32—Plug

58—Dance
59—David
60—Dayton
83—Gallon
84—Garter
85—Gift
8—Lock
9—Lyon
10—Lucas
33—Rack
34—Rose
35—Spot

0—Straw
42—Adams
43—Admire
44—Admit
45—Angel
46—Arcade
47—Ballot
48—Bank
49—Banner
50—Barber
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52—Bath
53—Bird
54—Brag
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59—Chase
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75—Emery
76—Escort
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96—Halpin
97—Harper
98—Hour
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100—Home
1—Hope
2—Hunch
3—Hyson
4—Impart
5—Index
6—Inflict
7—Inman
8—Insult
9—Inwood
10—Iron
11—Lace
12—Lady
13—Lake
14—Lock
15—Lyon
16—Lucas
17—Lunch
18—Magic
19—Midway
20—Mince
21—Morbin
22—Musket
23—Mystic
24—Myrtle
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26—Norfolk
27—Norris
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32—Otis
33—Oval
34—Paint
35—Permit
36—Pike
37—Plow
38—Plug
39—Rack
40—Rose
41—Spot

0—Straw
49—Adams
50—Admire
51—Admit
52—Angel
53—Arcade
54—Ballot
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56—Banner
57—Barber
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74—Derby
75—Desk
76—Doyle
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86—Expose
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88—Fable
89—Face
99—Grain
100—Grant
1—Green
2—Grub
3—Halpin
4—Harper
5—Hour
6—Hunter
7—Home
8—Hope
9—Hunch
10—Hyson
11—Impart
12—Index
13—Inflict
14—Inman
24—Lunch
25—Magic
26—Midway
27—Mince
28—Morbin
29—Musket
30—Mystic
31—Myrtle
32—Naples
33—Norfolk
34—Norris
35—Norway
36—Ogden
37—Opal
38—Osage
39—Otis

65—Carpet	90—Fair	15—Insult	40—Oval
66—Chase	91—Fast	16—Inwood	41—Paint
67—Cherry	92—Fender	17—Iron	42—Permit
68—Cigar	93—Flag	18—Lace	43—Pike
69—Club	94—Flush	19—Lady	44—Plow
70—Copy	95—Gable	20—Lake	45—Plug
71—Dance	96—Gallon	21—Lock	46—Rack
72—David	97—Garter	22—Lyon	47—Rose
73—Dayton	98—Gift	23—Lucas	48—Spot

0—Straw

53—Adams	78—Derby	3—Grain	28—Lunch
54—Admire	79—Desk	4—Grant	29—Magic
55—Admit	80—Doyle	5—Green	30—Midway
56—Angel	81—Drake	6—Grub	31—Mince
57—Arcade	82—Drug	7—Halpin	32—Morbin
58—Ballot	83—Duty	8—Harper	33—Musket
59—Bank	84—Easy	9—Hour	34—Mystic
60—Banner	85—Edwin	10—Hunter	35—Myrtle
61—Barber	86—Emery	11—Home	36—Naples
62—Bates	87—Escort	12—Hope	37—Norfolk
63—Bath	88—Evade	13—Hunch	38—Norris
64—Bird	89—Expel	14—Hyson	39—Norway
65—Drug	90—Expose	15—Impart	40—Ogden
66—Cadet	91—Extra	16—Index	41—Opal
67—Canal	92—Fable	17—Inflict	42—Osage
68—Cargo	93—Face	18—Inman	43—Otis
69—Carpet	94—Fair	19—Insult	44—Oval
70—Chase	95—Fast	20—Inwood	45—Paint
71—Cherry	96—Fender	21—Iron	46—Permit
72—Cigar	97—Flag	22—Lace	47—Pike
73—Club	98—Flush	23—Lady	48—Plow
74—Copy	99—Gable	24—Lake	49—Plug
75—Dance	100—Gallon	25—Lock	50—Rack
76—David	1—Garter	26—Lyon	51—Rose
77—Dayton	2—Gift	27—Lucas	52—Spot

0—Straw

56—Adams	81—Derby	6—Grain	31—Lunch
57—Admire	82—Desk	7—Grant	32—Magic
58—Admit	83—Doyle	8—Green	33—Midway
59—Angel	84—Drake	9—Grub	34—Mince
60—Arcade	85—Drug	10—Halpin	35—Morbin
61—Ballot	86—Duty	11—Harper	36—Musket
62—Bank	87—Easy	12—Hour	37—Mystic
63—Banner	88—Edwin	13—Hunter	38—Myrtle
64—Barber	89—Emery	14—Home	39—Naples
65—Bates	90—Escort	15—Hope	40—Norfolk

66—Bath
67—Bird
68—Brag
69—Cadet
70—Canal
71—Cargo
72—Carpet
73—Chase
74—Cherry
75—Cigar
76—Club
77—Copy
78—Dance
79—David
80—Dayton

91—Evade
92—Expel
93—Expose
94—Extra
95—Fable
96—Face
97—Fair
98—Fast
99—Fender
100—Flag
1—Flush
2—Gable
3—Gallon
4—Garter
5—Gift

16—Hunch
17—Hyson
18—Impart
19—Index
20—Inflict
21—Inman
22—Insult
23—Inwood
24—Iron
25—Lace
26—Lady
27—Lake
28—Lock
29—Lyon
30—Lucas

41—Norris
42—Norway
43—Ogden
44—Opal
45—Osage
46—Otis
47—Oval
48—Paint
49—Permit
50—Pike
51—Plow
52—Plug
53—Rack
54—Rose
55—Spot

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61—Adams
62—Admire
63—Admit
64—Angel
65—Arcade
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69—Barber
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11—Grain
12—Grant
13—Green
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15—Halpin
16—Harper
17—Hour
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24—Index
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35—Lucas

36—Lunch
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41—Musket
42—Mystic
43—Myrtle
44—Naples
45—Norfolk
46—Norris
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48—Ogden
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50—Osage
51—Otis
52—Oval
53—Paint
54—Permit
55—Pike
56—Plow
57—Plug
58—Rack
59—Rose
60—Spot

0—Straw
64—Adams
65—Admire
66—Admit
67—Angel

89—Derby
90—Desk
91—Doyle
92—Drake

14—Grain
15—Grant
16—Green
17—Grub

39—Lunch
40—Magic
41—Midway
42—Mince

68—Arcade	93—Drug	18—Halpin	43—Morbin
69—Ballot	94—Duty	19—Harper	44—Musket
70—Bank	95—Easy	20—Hour	45—Mystic
71—Banner	96—Edwin	21—Hunter	46—Myrtle
72—Barber	97—Emery	22—Home	47—Naples
73—Bates	98—Escort	23—Hope	48—Norfolk
74—Bath	99—Evade	24—Hunch	49—Norris
75—Bird	100—Expel	25—Hyson	50—Norway
76—Brag	1—Expose	26—Impart	51—Ogden
77—Cadet	2—Extra	27—Index	52—Opal
78—Canal	3—Fable	28—Inflict	53—Osage
79—Cargo	4—Face	29—Inman	54—Otis
80—Carpet	5—Fair	30—Insult	55—Oval
81—Chase	6—Fast	31—Inwood	56—Paint
82—Cherry	7—Fender	32—Iron	57—Permit
83—Cigar	8—Flag	33—Lace	58—Pike
84—Club	9—Flush	34—Lady	59—Plow
85—Copy	10—Gable	35—Lake	60—Plug
86—Dance	11—Gallon	36—Lock	61—Rack
87—David	12—Garter	37—Lyon	62—Rose
88—Dayton	13—Gift	38—Lucas	63—Spot

0—Straw

70—Adams	95—Derby	20—Grain	45—Lunch
71—Admire	96—Desk	21—Grant	46—Magic
72—Admit	97—Doyle	22—Green	47—Midway
73—Angel	98—Drake	23—Grub	48—Mince
74—Arcade	99—Drug	24—Halpin	49—Morbin
75—Ballot	100—Duty	25—Harper	50—Musket
76—Bank	1—Easy	26—Hour	51—Mystic
77—Banner	2—Edwin	27—Hunter	52—Myrtle
78—Barber	3—Emery	28—Home	53—Naples
79—Bates	4—Escort	29—Hope	54—Norfolk
80—Bath	5—Evade	30—Hunch	55—Norris
81—Bird	6—Expel	31—Hyson	56—Norway
82—Brag	7—Expose	32—Impart	57—Ogden
83—Cadet	8—Extra	33—Index	58—Opal
84—Canal	9—Fable	34—Inflict	59—Osage
85—Cargo	10—Face	35—Inman	60—Otis
86—Carpet	11—Fair	36—Insult	61—Oval
87—Chase	12—Fast	37—Inwood	62—Paint
88—Cherry	13—Fender	38—Iron	63—Permit
89—Cigar	14—Flag	39—Lace	64—Pike
90—Club	15—Flush	40—Lady	65—Plow
91—Copy	16—Gable	41—Lake	66—Plug
92—Dance	17—Gallon	42—Lock	67—Rack
93—David	18—Garter	43—Lyon	68—Rose
94—Dayton	19—Gift	44—Lucas	69—Spot

0—Straw
73—Adams
74—Admire
75—Admit
76—Angel
77—Arcade
78—Ballot
79—Bank
80—Banner
81—Barber
82—Bates
83—Bath
84—Bird
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86—Cadet
87—Canal
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92—Cigar
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97—Dayton
98—Derby
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1—Drake
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3—Duty
4—Easy
5—Edwin
6—Emery
7—Escort
8—Evade
9—Expel
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19—Gable
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21—Garter
22—Gift
23—Grain
24—Grant
25—Green
26—Grub
27—Halpin
28—Harper
29—Hour
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58—Norris
59—Norway
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62—Osage
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64—Oval
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66—Permit
67—Pike
68—Plow
69—Plug
70—Rack
71—Rose
72—Spot

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77—Adams
78—Admire
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85—Barber
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87—Bath
88—Bird
89—Brag
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91—Canal
92—Cargo
93—Carpet
94—Chase
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96—Cigar
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3—Desk
4—Doyle
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6—Drug
7—Duty
8—Easy
9—Edwin
10—Emery
11—Escort
12—Evade
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59—Myrtle
60—Naples
61—Norfolk
62—Norris
63—Norway
64—Ogden
65—Opal
66—Osage
67—Otis
68—Oval
69—Paint
70—Permit
71—Pike

97—Club	22—Flush	47—Lady	72—Plow
98—Copy	23—Gable	48—Lake	73—Plug
99—Dance	24—Gallon	49—Lock	74—Rack
100—David	25—Garter	50—Lyon	75—Rose
1—Dayton	26—Gift	51—Lucas	76—Spot

0—Hawk

81—Adams	6—Derby	31—Grain	56—Lunch
82—Admire	7—Desk	32—Grant	57—Magic
83—Admit	8—Doyle	33—Green	58—Midway
84—Angel	9—Drake	34—Grub	59—Mince
85—Arcade	10—Drug	35—Halpin	60—Morbin
86—Ballot	11—Duty	36—Harper	61—Musket
87—Bank	12—Easy	37—Hour	62—Mystic
88—Banner	13—Edwin	38—Hunter	63—Myrtle
89—Barber	14—Emery	39—Home	64—Naples
90—Bates	15—Escort	40—Hope	65—Norfolk
91—Bath	16—Evade	41—Hunch	66—Norris
92—Bird	17—Expel	42—Hyson	67—Norway
93—Brag	18—Expose	43—Impart	68—Ogden
94—Cadet	19—Extra	44—Index	69—Opal
95—Canal	20—Fable	45—Inflict	70—Osage
96—Cargo	21—Face	46—Inman	71—Otis
97—Carpet	22—Fair	47—Insult	72—Oval
98—Chase	23—Fast	48—Inwood	73—Paint
99—Cherry	24—Fender	49—Iron	74—Permit
100—Cigar	25—Flag	50—Lace	75—Pike
1—Club	26—Flush	51—Lady	76—Plow
2—Copy	27—Gable	52—Lake	77—Plug
3—Dance	28—Gallon	53—Lock	78—Rack
4—David	29—Garter	54—Lyon	79—Rose
5—Dayton	30—Gift	55—Lucas	80—Spot

0—Hawk

88—Adams	13—Derby	38—Grain	63—Lunch
89—Admire	14—Desk	39—Grant	64—Magic
90—Admit	15—Doyle	40—Green	65—Midway
91—Angel	16—Drake	41—Grub	66—Mince
92—Arcade	17—Drug	42—Halpin	67—Morbin
93—Ballot	18—Duty	43—Harper	68—Musket
94—Bank	19—Easy	44—Hour	69—Mystic
95—Banner	20—Edwin	45—Hunter	70—Myrtle
96—Barber	21—Emery	46—Home	71—Naples
97—Bates	22—Escort	47—Hope	72—Norfolk
98—Bath	23—Evade	48—Hunch	73—Norris
99—Bird	24—Expel	49—Hyson	74—Norway
100—Brag	25—Expose	50—Impart	75—Ogden

1—Cadet	26—Extra	51—Index	76—Opal
2—Canal	27—Fable	52—Inflict	77—Osage
3—Cargo	28—Face	53—Inman	78—Otis
4—Carpet	29—Fair	54—Insult	79—Oval
5—Chase	30—Fast	55—Inwood	80—Paint
6—Cherry	31—Fender	56—Iron	81—Permit
7—Cigar	32—Flag	57—Lace	82—Pike
8—Club	33—Flush	58—Lady	83—Plow
9—Copy	34—Gable	59—Lake	84—Plug
10—Dance	35—Gallon	60—Lock	85—Rack
11—David	36—Garter	61—Lyon	86—Rose
12—Dayton	37—Gift	62—Lucas	87—Spot

0—Hawk

92—Adams	17—Derby	42—Grain	67—Lunch
93—Admire	18—Desk	43—Grant	68—Magic
94—Admit	19—Doyle	44—Green	69—Midway
95—Angel	20—Drake	45—Grub	70—Mince
96—Arcade	21—Drug	46—Halpin	71—Morbin
97—Ballot	22—Duty	47—Harper	72—Musket
98—Bank	23—Easy	48—Hour	73—Mystic
99—Banner	24—Edwin	49—Hunter	74—Myrtle
100—Barber	25—Emery	50—Home	75—Naples
1—Bates	26—Escort	51—Hope	76—Norfolk
2—Bath	27—Evade	52—Hunch	77—Norris
3—Bird	28—Expel	53—Hyson	78—Norway
4—Brag	29—Expose	54—Impart	79—Ogden
5—Cadet	30—Extra	55—Index	80—Opal
6—Canal	31—Fable	56—Inflict	81—Osage
7—Cargo	32—Face	57—Inman	82—Otis
8—Carpet	33—Fair	58—Insult	83—Oval
9—Chase	34—Fast	59—Inwood	84—Paint
10—Cherry	35—Fender	60—Iron	85—Permit
11—Cigar	36—Flag	61—Lace	86—Pike
12—Club	37—Flush	62—Lady	87—Plow
13—Copy	38—Gable	63—Lake	88—Plug
14—Dance	39—Gallon	64—Lock	89—Rack
15—David	40—Garter	65—Lyon	90—Rose
16—Dayton	41—Gift	66—Lucas	91—Spot

0—Hawk

96—Adams	21—Derby	46—Grain	71—Lunch
97—Admire	22—Desk	47—Grant	72—Magic
98—Admit	23—Doyle	48—Green	73—Midway
99—Angel	24—Drake	49—Grub	74—Mince
100—Arcade	25—Drug	50—Halpin	75—Morbin
1—Ballot	26—Duty	51—Harper	76—Musket

2—Bank	27—Easy	52—Hour	77—Mystic
3—Banner	28—Edwin	53—Hunter	78—Myrtle
4—Barber	29—Emery	54—Home	79—Naples
5—Bates	30—Escort	55—Hope	80—Norfolk
6—Bath	31—Evade	56—Hunch	81—Norris
7—Bird	32—Expel	57—Hyson	82—Norway
8—Brag	33—Expose	58—Impart	83—Ogden
9—Cadet	34—Extra	59—Index	84—Opal
10—Canal	35—Fable	60—Inflict	85—Osage
11—Cargo	36—Face	61—Inman	86—Otis
12—Carpet	37—Fair	62—Insult	87—Oval
13—Chase	38—Fast	63—Inwood	88—Paint
14—Cherry	39—Fender	64—Iron	89—Permit
15—Cigar	40—Flag	65—Lace	90—Pike
16—Club	41—Flush	66—Lady	91—Plow
17—Copy	42—Gable	67—Lake	92—Plug
18—Dance	43—Gallon	68—Lock	93—Rack
19—David	44—Garter	69—Lyon	94—Rose
20—Dayton	45—Gift	70—Lucas	95—Spot

0—Hawk			
99—Adams	24—Derby	49—Grain	74—Lunch
100—Admire	25—Desk	50—Grant	75—Magic
1—Admit	26—Doyle	51—Green	76—Midway
2—Angel	27—Drake	52—Grub	77—Mince
3—Arcade	28—Drug	53—Halpin	78—Morbin
4—Ballot	29—Duty	54—Harper	79—Musket
5—Bank	30—Easy	55—Hour	80—Mystic
6—Banner	31—Edwin	56—Hunter	81—Myrtle
7—Barber	32—Emery	57—Home	82—Naples
8—Bates	33—Escort	58—Hope	83—Norfolk
9—Bath	34—Evade	59—Hunch	84—Norris
10—Bird	35—Expel	60—Hyson	85—Norway
11—Brag	36—Expose	61—Impart	86—Ogden
12—Cadet	37—Extra	62—Index	87—Opal
13—Canal	38—Fable	63—Inflict	88—Osage
14—Cargo	39—Face	64—Inman	89—Otis
15—Carpet	40—Fair	65—Insult	90—Oval
16—Chase	41—Fast	66—Inwood	91—Paint
17—Cherry	42—Fender	67—Iron	92—Permit
18—Cigar	43—Flag	68—Lace	93—Pike
19—Club	44—Flush	69—Lady	94—Plow
20—Copy	45—Gable	70—Lake	95—Plug
21—Dance	46—Gallon	71—Lock	96—Rack
22—David	47—Garter	72—Lyon	97—Rose
23—Dayton	48—Gift	73—Lucas	98—Spot

0—Hawk
3—Adams
4—Admire
5—Admit
6—Angel
7—Arcade
8—Ballot
9—Bank
10—Banner
11—Barber
12—Bates
13—Bath
14—Bird
15—Brag
16—Cadet
17—Canal
18—Cargo
19—Carpet
20—Chase
21—Cherry
22—Cigar
23—Club
24—Copy
25—Dance
26—David
27—Dayton
28—Derby
29—Desk
30—Doyle
31—Drake
32—Drug
33—Duty
34—Easy
35—Edwin
36—Emery
37—Escort
38—Evade
39—Expel
40—Expose
41—Extra
42—Fable
43—Face
44—Fair
45—Fast
46—Fender
47—Flag
48—Flush
49—Gable
50—Gallon
51—Garter
52—Gift
53—Grain
54—Grant
55—Green
56—Grub
57—Halpin
58—Harper
59—Hour
60—Hunter
61—Home
62—Hope
63—Hunch
64—Hyson
65—Impart
66—Index
67—Inflict
68—Inman
69—Insult
70—Inwood
71—Iron
72—Lace
73—Lady
74—Lake
75—Lock
76—Lyon
77—Lucas
78—Lunch
79—Magic
80—Midway
81—Mince
82—Morbin
83—Musket
84—Mystic
85—Myrtle
86—Naples
87—Norfolk
88—Norris
89—Norway
90—Ogden
91—Opal
92—Osage
93—Otis
94—Oval
95—Paint
96—Permit
97—Pike
98—Plow
99—Plug
100—Rack
1—Rose
2—Spot

0—Hawk
8—Adams
9—Admire
10—Admit
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13—Ballot
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17—Bates
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19—Bird
20—Brag
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22—Canal
23—Cargo
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86—Mince
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88—Musket
89—Mystic
90—Myrtle
91—Naples
92—Norfolk
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94—Norway
95—Ogden
96—Opal
97—Osage
98—Otis
99—Oval
100—Paint
1—Permit
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28—Club 53—Flush 78—Lady 3—Plow
29—Copy 54—Gable 79—Lake 4—Plug
30—Dance 55—Gallon 80—Lock 5—Rack
31—David 56—Garter 81—Lyon 6—Rose
32—Dayton 57—Gift 82—Lucas 7—Spot

0—Hawk
11—Adams 36—Derby 61—Grain 86—Lunch
12—Admire 37—Desk 62—Grant 87—Magic
13—Admit 38—Doyle 63—Green 88—Midway
14—Angel 39—Drake 64—Grub 89—Mince
15—Arcade 40—Drug 65—Halpin 90—Morbin
16—Ballot 41—Duty 66—Harper 91—Musket
17—Bank 42—Easy 67—Hour 92—Mystic
18—Banner 43—Edwin 68—Hunter 93—Myrtle
19—Barber 44—Emery 69—Home 94—Naples
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24—Cadet 49—Extra 74—Index 99—Opal
25—Canal 50—Fable 75—Inflict 100—Osage
26—Cargo 51—Face 76—Inman 1—Otis
27—Carpet 52—Fair 77—Insult 2—Oval
28—Chase 53—Fast 78—Inwood 3—Paint
29—Cherry 54—Fender 79—Iron 4—Permit
30—Cigar 55—Flag 80—Lace 5—Pike
31—Club 56—Flush 81—Lady 6—Plow
32—Copy 57—Gable 82—Lake 7—Plug
33—Dance 58—Gallon 83—Lock 8—Rack
34—David 59—Garter 84—Lyon 9—Rose
35—Dayton 60—Gift 85—Lucas 10—Spot

0—Hawk
17—Adams 42—Derby 67—Grain 92—Lunch
18—Admire 43—Desk 68—Grant 93—Magic
19—Admit 44—Doyle 69—Green 94—Midway
20—Angel 45—Drake 70—Grub 95—Mince
21—Arcade 46—Drug 71—Halpin 96—Morbin
22—Ballot 47—Duty 72—Harper 97—Musket
23—Bank 48—Easy 73—Hour 98—Mystic
24—Banner 49—Edwin 74—Hunter 99—Myrtle
25—Barber 50—Emery 75—Home 100—Naples
26—Bates 51—Escort 76—Hope 1—Norfolk
27—Bath 52—Evade 77—Hunch 2—Norris
28—Bird 53—Expel 78—Hyson 3—Norway
29—Brag 54—Expose 79—Impart 4—Ogden
30—Cadet 55—Extra 80—Index 5—Opal

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32—Cargo
33—Carpet
34—Chase
35—Cherry
36—Cigar
37—Club
38—Copy
39—Dance
40—David
41—Dayton
56—Fable
57—Face
58—Fair
59—Fast
60—Fender
61—Flag
62—Flush
63—Gable
64—Gallon
65—Garter
66—Gift
81—Inflict
82—Inman
83—Insult
84—Inwood
85—Iron
86—Lace
87—Lady
88—Lake
89—Lock
90—Lyon
91—Lucas
6—Osage
7—Otis
8—Oval
9—Paint
10—Permit
11—Pike
12—Plow
13—Plug
14—Rack
15—Rose
16—Spot

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70—Grain
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74—Halpin
75—Harper
76—Hour
77—Hunter
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81—Hyson
82—Impart
83—Index
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88—Iron
89—Lace
90—Lady
91—Lake
92—Lock
93—Lyon
94—Lucas
95—Lunch
96—Magic
97—Midway
98—Mince
99—Morbin
100—Musket
1—Mystic
2—Myrtle
3—Naples
4—Norfolk
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9—Osage
10—Otis
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81—Hour
82—Hunter
100—Lunch
1—Magic
2—Midway
3—Mince
4—Morbin
5—Musket
6—Mystic
7—Myrtle

33—Barber 58—Emery 83—Home 8—Naples
34—Bates 59—Escort 84—Hope 9—Norfolk
35—Bath 60—Evade 85—Hunch 10—Norris
36—Bird 61—Expel 86—Hyson 11—Norway
37—Brag 62—Expose 87—Impart 12—Ogden
38—Cadet 63—Extra 88—Index 13—Opal
39—Canal 64—Fable 89—Inflict 14—Osage
40—Cargo 65—Face 90—Inman 15—Otis
41—Carpet 66—Fair 91—Insult 16—Oval
42—Chase 67—Fast 92—Inwood 17—Paint
43—Cherry 68—Fender 93—Iron 18—Permit
44—Cigar 69—Flag 94—Lace 19—Pike
45—Club 70—Flush 95—Lady 20—Plow
46—Copy 71—Gable 96—Lake 21—Plug
47—Dance 72—Gallon 97—Lock 22—Rack
48—David 73—Garter 98—Lyon 23—Rose
49—Dayton 74—Gift 99—Lucas 24—Spot

0—Ape
33—Adams 58—Derby 83—Grain 8—Lunch
34—Admire 59—Desk 84—Grant 9—Magic
35—Admit 60—Doyle 85—Green 10—Midway
36—Angel 61—Drake 86—Grub 11—Mince
37—Arcade 62—Drug 87—Halpin 12—Morbin
38—Ballot 63—Duty 88—Harper 13—Musket
39—Bank 64—Easy 89—Hour 14—Mystic
40—Banner 65—Edwin 90—Hunter 15—Myrtle
41—Barber 66—Emery 91—Home 16—Naples
42—Bates 67—Escort 92—Hope 17—Norfolk
43—Bath 68—Evade 93—Hunch 18—Norris
44—Bird 69—Expel 94—Hyson 19—Norway
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46—Cadet 71—Extra 96—Index 21—Opal
47—Canal 72—Fable 97—Inflict 22—Osage
48—Cargo 73—Face 98—Inman 23—Otis
49—Carpet 74—Fair 99—Insult 24—Oval
50—Chase 75—Fast 100—Inwood 25—Paint
51—Cherry 76—Fender 1—Iron 26—Permit
52—Cigar 77—Flag 2—Lace 27—Pike
53—Club 78—Flush 3—Lady 28—Plow
54—Copy 79—Gable 4—Lake 29—Plug
55—Dance 80—Gallon 5—Lock 30—Rack
56—David 81—Garter 6—Lyon 51—Rose
57—Dayton 82—Gift 7—Lucas 32—Spot

0—Ape
40—Adams 65—Derby 90—Grain 15—Lunch
41—Admire 66—Desk 91—Grant 16—Magic

42—Admit
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87—Gallon
88—Garter
89—Gift
92—Green
93—Grub
94—Halpin
95—Harper
96—Hour
97—Hunter
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99—Hope
100—Hunch
1—Hyson
2—Impart
3—Index
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5—Inman
6—Insult
7—Inwood
8—Iron
9—Lace
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11—Lake
12—Lock
13—Lyon
14—Lucas
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19—Morbin
20—Musket
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24—Norfolk
25—Norris
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35—Oval
36—Paint
37—Permit
38—Pike
39—Plow
40—Plug
41—Rack

67—David 92—Garter 17—Lyon 42—Rose
68—Dayton 93—Gift 18—Lucas 43—Spot

0—Ape
50—Adams 75—Derby 100—Grain 25—Lunch
51—Admire 76—Desk 1—Grant 26—Magic
52—Admit 77—Doyle 2—Green 27—Midway
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58—Barber 83—Emery 8—Home 33—Naples
59—Bates 84—Escort 9—Hope 34—Norfolk
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61—Bird 86—Expel 11—Hyson 36—Norway
62—Brag 87—Expose 12—Impart 37—Ogden
63—Cadet 88—Extra 13—Index 38—Opal
64—Canal 89—Fable 14—Inflict 39—Osage
65—Cargo 90—Face 15—Inman 40—Otis
66—Carpet 91—Fair 16—Insult 41—Oval
67—Chase 92—Fast 17—Inwood 42—Paint
68—Cherry 93—Fender 18—Iron 43—Permit
69—Cigar 94—Flag 19—Lace 44—Pike
70—Club 95—Flush 20—Lady 45—Plow
71—Copy 96—Gable 21—Lake 46—Plug
72—Dance 97—Gallon 22—Lock 47—Rack
73—David 98—Garter 23—Lyon 48—Rose
74—Dayton 99—Gift 24—Lucas 49—Spot

0—Ape
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73—Carpet 98—Fair 23—Insult 48—Oval

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77—Club
78—Copy
79—Dance
80—David
81—Dayton

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29—Lock
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31—Lucas

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51—Pike
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54—Rack
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25—Arcade	50—Drug	75—Halpin	100—Morbin
26—Ballot	51—Duty	76—Harper	1—Musket
27—Bank	52—Easy	77—Hour	2—Mystic
28—Banner	53—Edwin	78—Hunter	3—Myrtle
29—Barber	54—Emery	79—Home	4—Naples
30—Bates	55—Escort	80—Hope	5—Norfolk
31—Bath	56—Evade	81—Hunch	6—Norris
32—Bird	57—Expel	82—Hyson	7—Norway
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37—Carpet	62—Fair	87—Insult	12—Oval
38—Chase	63—Fast	88—Inwood	13—Paint
39—Cherry	64—Fender	89—Iron	14—Permit
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45—Dayton	70—Gift	95—Lucas	20—Spot

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32—Arcade	57—Drug	82—Halpin	7—Morbin
33—Ballot	58—Duty	83—Harper	8—Musket
34—Bank	59—Easy	84—Hour	9—Mystic
35—Banner	60—Edwin	85—Hunter	10—Myrtle
36—Barber	61—Emery	86—Home	11—Naples
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46—Cherry	71—Fender	96—Iron	21—Permit
47—Cigar	72—Flag	97—Lace	22—Pike
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49—Copy	74—Gable	99—Lake	24—Plug
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And afterwards, to wit, on the 9th day of April, A. D. 1900, the following petition for writ of error was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Petition for Writ of Error.

In the District Court of the United States, Southern District of Ohio, Western Division.

The United States of America, Plaintiff,
vs.
Charles W. Reilley, John Francis, Anthony Hoff and Peter Edgar, Defendants.
No. ....

Petition for Writ of Error.

Now comes Charles W. Reilley, John Francis, Anthony Hoff and Peter Edgar, and represent to the court

that there is error in the record and proceedings herein in this, to wit:

That the court erred in overruling the motions to quash the indictments filed herein for the various reasons assigned in the respective motions as filed by each defendant herein.

That the court erred in overruling the respective demurrers filed by each defendant herein for the various reasons assigned in the respective demurrers of each defendant.

Because the court erred in the admission of certain testimony upon the trial of this cause offered by the United States of America, and objected to by the defendants, and because the court erred in refusing to direct the jury to find a verdict of not guilty, to all of which the defendants at the time excepted.

And the court further committed error in refusing to give the jury certain special charges asked by the defendants, to which refusal the defendants at the time excepted.

And the court further erred in charging the jury in manner and form as the court did charge the said jury, to which said defendants at the time excepted.

And further that the court did err in overruling the respective motions for a new trial as filed by the defendants, and also in overruling the respective motions filed by defendants in arrest of judgment, all of which will more fully and particularly appear in the assignment of errors filed herein, and to which these petitioners refer for a more detailed statement.

And these petitioners say that said errors can not be corrected except by a writ of error to issue out of this court returnable to the Court of Appeals, and which writ of error to the Court of Appeals of the United States these petitioners respectfully pray may be allowed, and that upon the return thereof the said errors may be corrected and the judgment rendered herein may be set aside and held for naught and a new trial herein may be granted and these petitioners will ever pray.

Shay & Cogan,
Attorneys for Petitioners.

And afterwards, to wit, on the 9th day of April, A. D. 1900, the following assignment of errors was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Assignment of Errors.

The District Court of the United States, Southern District of Ohio, Western Div.

The United States of America, Plaintiff,
vs.
Charles W. Reilley, John Francis, Anthony Hoff and Peter Edgar, Defendants.
No. ....

Assignment of Errors.

Now come the defendants, Charles W. Reilley, John Francis, Anthony Hoff and Peter Edgar, and assign as errors committed by the court herein as follows:

First. The action of the court in overruling the motion to quash the indictment as filed by Charles W. Reilley for the reasons therein stated, and excepted to by said defendant.

2nd. The action of the court in overruling the motion to quash the indictment as filed by John Francis for the reasons stated therein and excepted to by said defendant.

3rd. The action of the court in overruling the motion to quash the indictment as filed by Anthony Hoff, for the reasons therein stated and excepted to by said defendant.

4th. The action of the court in overruling the motion to quash the indictment as filed by Peter Edgar for the reasons therein stated and excepted to at the time.

5th. The action of the court in overruling the demurrer filed herein by Charles W. Reilley for the reasons therein stated, and to which action of the court the defendant at the time excepted.

6th. The action of the court in overruling the demurrer filed herein by John Francis for the reasons therein stated and to which action of the court the defendant at the time excepted.

7th. The action of the court in overruling the demurrer filed herein by Anthony Hoff for the reasons therein stated and to which action of the court the defendant at the time excepted.

8th. The action of the court in overruling the demurrer filed herein by Peter Edgar for the reasons therein stated and to which action of the court the defendant at the time excepted.

Defendants further assign for error the action of the court in overruling the objection of the defendants and their motion to strike out the answers to the various questions put to A. L. France and excepted to at the time, commencing on page 1 of the bill of exceptions filed herein, wherein he is asked "to state to the jury carefully and explain to them what the game of policy is," to which question he answered "the policy business is the outgrowth of what was formerly known at the lottery business. The lottery business consisted of combinations of numbers printed upon tickets, and persons making the purchase at that time and only selecting such numbers as were on these tickets. Afterwards this game of policy was conceived, whereby the parties could select their own numbers and play as many of them as they wanted, and in the end it succeeded the lottery business, and for quite a number of years there has not been any lottery tickets issued at all. People simply go into the office, select their own numbers and they are placed upon slips of paper, returned to the head office; their 'books' are there, called in lottery parlance, and these numbers are entered on these books and returned to the company. The lottery or policy that is decided by the drawing, consists in placing 78 numbers in a wheel, that wheel is revolved until the numbers are properly mixed, and in the morning there are 12 of these numbers drawn out and in the evening 13; these numbers are then printed, and the official prints so called are sent to the vendors, where the players can go and see if they have won or lost."

The defendants further assign for error the action of the court in overruling the objection of the defendants to the question: "Now explain how that would be done to the jury, and carry that whole transaction through," as shown more fully upon page 3 of the bill of exceptions, and the answer thereto, to all of which action of the court the defendants then and there excepted.

The defendants further assign for error the action of the court in overruling the objection to the question as appears on page 4 of the bill of exceptions, to wit: "I want you to describe how it was printed," and the answer was, "it was printed on a piece of square paper about that long," and to the action of the court in refusing to rule out the same.

Defendants further assign for error the action of the court as appears from page 4 of the record, to wit, the court said, "The court is permitting this witness to describe what the game of policy is, and if that is a part of the description, you may proceed," to which the de-

fendants then and there, by their counsel, excepted, to which the witness answered "printed upon a square piece of paper about the size (indicating); whereupon the court said "this witness is here practically as an expert to explain what the game of policy is."

Defendants further assign as error the action of the court in overruling the objection of defendants and their motion to strike out the answers to the various questions put to Charles Pelton, and particularly to the question "you may state what is your source of knowledge with reference to Mr. Reilley being in the policy business," and the refusal of the court to rule out his answer thereto, "I speak from personal observation, every month of these five years, almost every week, seeing him at his appropriate place at certain hours, in the policy business, down to last month."

And the defendants further assign for error the action of the court in overruling the defendants' objections to the questions put to Charles Pelton, to wit: "Explain to the jury particularly what you mean by that," which was objected to, which objection was overruled, the defendants then and there excepted, and to the answer thereto, "Between 11 and 12 in the forenoon, and 4 and 5 in the afternoon, he visited the several shops which constituted his route before going to headquarters, and that is his duty as a canvasser," all of which will more fully appear on page 11 of the bill of exceptions herein.

The defendants further assign for error the overruling of the objection to the question "what is a policy shop?" and the failure of the court to rule out the answer thereto, to which the defendants excepted and which was as follows, to wit: "A place where bets are received on the prospective winning numbers," to which the defendants then and there excepted; and to the further answer of the witness "it is a place where policy writers accept bets in the form of a ticket. I can produce one obtained by myself, on which are written three or more numbers, which constitute my choice of what will be the next winning numbers on the next official print bearing the winning numbers from headquarters."

The defendants further assign for error the action of the court in refusing to rule out the question and answer as appears on page 12, to wit: "This ticket I hold in my hand is what?" Answer, "it is a policy ticket from Henry Cutter's shop on Vine Street," to all of which ruling of the court defendants then and there excepted.

Defendants further assign for error the action of the court in failing to rule same out, permitting the said

answer to stand as appears on page 13, of the bill of exceptions, and to which the defendants, by their counsel, excepted at the time, and which said paper was offered in evidence by counsel for the government and marked "Exhibit 1, J. A. C."

Defendants further assign for error the action of the court in refusing to sustain the objection to the question, "What, if anything, is given to the policy player as evidence of the amount he invests?" and to the further question, "When a man goes into a vendor's policy shop and buys or chooses three numbers and invests ten cents, what is done by the vendor?" to which question counsel for defendants objected, which objection was overruled by the court, to which the defendants excepted, and the witness answered, "In all the shops, with one exception, that I am acquainted with, the patron finds a shelf or table, with such pieces of paper as this blank paper; he makes out his own ticket, writing the official number of the system at the top; if it is the system that is in this case, if he wanted to bet in the Kentucky part of it, he would put a 'K' at the top, then write his three or more numbers under it and the amount paid below that, and make a duplicate of it; one he hands in with his money and the other he retains so as to compare with the official print when he returns, to see if he has won. There is nothing given by the agent."

And defendants further assign as error the action of the court in permitting the question as appears on page 16 of the bill of exceptions, to wit: "You stated, Mr. Pelton, that the player, when he choses his numbers, he generally made a copy and handed one copy to the vendor with his money and kept the other?" Ans., "Yes, sir." "What is done with the money and the copy retained by the vendor?" to which said witness answered as follows: "About the time they close up the transactions for that half of the day, each vendor makes what is called a book, that is, a record of these individual bets, with the amount and the numbers; that book is taken up by the carriers at the proper time, between 11 and 12 o'clock, and taken to headquarters to be canvassed, where they receive a slip with the winning numbers of that half day and compare it with these individual bets. In case of a winning, a record is made of the winnings and the winning sent back."

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question as found on page 16 of this bill of exceptions, "State what you know about Mr. Hoff in reference to the

policy game," and of his answer thereto, as appears further on page 17, to wit: "I accompanied two officers who visited Mr. Hoff's shop about 11 o'clock, October 4th last, where we found official prints, quite a package of them, and copies of policy plays, and where he admitted in my presence that he had accepted policy bets and sent them over the river to headquarters. He made this statement in my presence."

The defendants further assign for error the action of the court in refusing to rule out said answer, to which refusal defendants then and there excepted.

Defendants further assign for error the action of the court in overruling the objections of the defendants to the question, "What was done with the papers and official printing, etc., found in Hoff's possession or place of business that day," and his answer thereto, as appears upon pages 17 and 18 of the bill of exceptions.

Defendants further assign for error the action of the court in refusing to sustain the objection as appears on page 18 of the bill of exceptions, to the following question: "State under what circumstances you met him."

Defendants further assign for error the action of the court in overruling the objection on page 18, "What did you observe in reference to Room 64, St. Paul Bldg., and the answer thereto, "The sign of Cannel Coal, and some other name of coal, Bird's Eye Coal, I think. I found the door locked invariably; I observed Mr. Francis go in and three well known policy men at 11 o'clock, and Mr. Francis generally went in a few minutes before; the others quite promptly to go in within 5 minutes before or after 11 o'clock each forenoon, and 4 o'clock each afternoon," and the further answer, "Mr. Spencer, a policy agent on Vine Street."

Defendants further assign for error the action of the court in refusing to sustain the objection as found on page 19, to the question, "Who were the three other gentlemen," and in ruling out the answer thereto, to wit: "I accompanied the officers and visited this place; Mr. Henry Myer, of 113 E. Third Street, who has 12 shops of the same system, 10 or 12 under his care, Mr. Bickel; these three accompanied Mr. Francis. They stayed in there an hour. The first to issue from that door was Mr. Francis, as a rule; several times I traced Mr. Spencer as the first one who came out, and he went directly to the office of the Western Union Telegraph Company, but most of the times of these observations, in the last year or year and one-half, Mr. Francis," and the refusal of the court to rule out the question and answer to it as re-

quested, as more fully appears on page 19 and 20 of the bill of exceptions, is further assigned for error.

Defendants further assign for error the action of the court in permitting the answer, to wit: "In August, '98, I was present with the officers when they raided this room, Aug. 16th, 1898, Lieut. Poppe in command of four officers, Mr. Albert L. France was along, and the room has a double apartment, a door between, a vault, a large vault in the inner apartment. Mr. Francis promptly at 5 o'clock, August 16, issued from there as usual, apparently on his road to the telegraph office, the others still inside, and the officers arrested him, and Lieut. Poppe demanded entrance to the rear apartment; they did not give it, and he was obliged to burst the door open, and found these three men there, Bickel and Spencer and Myers, and the documents which they obtained was a well bound volume in fine leather, which Mr. Francis is able to explain; I was not familiar enough to be able to explain the significance of the book," and the refusal of the court, at the request of the defendants, to rule the foregoing answers as appear on page 20, is assigned for error.

The defendants further assign for error the action of the court in refusing to sustain the objection on page 20 to the question, "Have you been observing and do you know who comes out of the St. Paul Building and goes to the Western Union Telegraph Office, if anyone, or who did, in October of last year and previously to that time?" which question was objected to by defendants, which objection was overruled by the court, to which the defendants excepted.

And the further question as appears on page 21 of the bill of exceptions is assigned for error in the refusal of the court to sustain defendants' objection thereto, to wit: "Is that room still being occupied in the St. Paul Building by the defendant, Francis and others?" Answer, "64, yes, 64," and the answer thereto and the action of the court in that regard is assigned for error.

And the further question upon said page, to wit: "Were you ever with the officers of this city when a raid was made upon Mr. Reilley's place of business on Sixth Street?" and the answer thereto, is assigned for error.

The defendants further assign for error the action of the court in permitting the further question, "What, if anything, was found in his place upon those raids," and the refusal of the court to rule out the answer thereto, to wit: "Always found a package of official prints, which characterizes a policy shop as a chief feature al-

ways. Nobody gets packages of these official prints except the policy agents."

Defendants further assign for error the action of the court in overruling the objection of the defendants on page 22 to the question, "State, if you know, where the official prints found in Reilley's place came from," to the overruling of which objection defendants then and there excepted.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question as it appears on page 24 of the record, to wit: "I will hand you a book, Mr. Pelton, state if that is the book you found in the raid of the St. Paul Building, Room 64, that you alluded to in your testimony before dinner."

Defendants further assign for error the action of the court in overruling the objection as appears on page 24 to the question, "State what you know about Room 64 in the St. Paul Building, having a telephone in it," and the answer thereto.

Defendants further assign for error the action of the court in overruling defendants' objection to list of questions found on page 26 of the bill of exceptions, to wit: "Do you know where they were printed," and following on down to the action of the court in permitting the witness to answer the various questions to be answered, assuming that the evidence will be offered to connect the defendants with that transaction, to wit: the papers and delivery thereof to all of which action of the court defendants then and there excepted, which will more fully appear on page 26 of the bill of exceptions.

And the defendants further assign for error the failure of the court, on page 27, to rule out testimony in relation to the prints, etc., hereinbefore assigned for error, and the refusal to rule same out as requested by defendants' counsel at the time, as will more fully appear on page 27 of the bill of exceptions.

The defendants further assign for error the action of the court, on pages 46 and 47, of the bill of exceptions, in overruling the objection of the defendants to the admission of certain papers in evidence offered at that time, which are attached to the bill of exceptions and marked "Exhibits 2 and 3" and assigned for error.

Defendants further assign for error the action of the court in overruling the objection to the question put to the witness Harrison, found on page 54, to wit: "When, if at any time, did you receive word whether the play you made was successful," to which action of the court the

defendants then and there excepted.

And defendants further assign for error the action of the court in overruling the objection of the defendants as appears more fully on pages 55 and 56 of the bill of exceptions, and permitting the witness Harrison to refresh his memory from memoranda books in answer to a question, "please give the numbers to the jury, that you played upon that day."

Defendants further assign for error the action of the court in overruling the defendants' objection as found on pages 59 and 60: "I will show you a paper and ask you if that is it?" "I will ask you if that is the copy or part of the play that you retained on the morning of the fourth," which said paper was offered in evidence and marked "Exhibit 5" to all of which the defendants then and there excepted and assign the same for error.

Defendants further assign for error the action of the court in permitting the United States to offer Exhibit 6 in evidence as appears on page 61 of the bill of exceptions, and objected to at the time by the defendants.

Defendants further assign for error the action of the court in overruling the objection of the defendants and permitting the witness Harrison to answer the question as found on pages 73 and 74 and the answers thereto, to wit: "You say particularly, what other object had you besides that?" and his answer thereto, "I have got to show the reason or else it would mislead and put me in a false position. I must say as a matter of justice to myself, that being employed by the League, I looked out for all violations of the law, not only this, but any other violation of the law and I had to use my own judgment in the reports. That was the object. And this was among the rest, that was all."

And the defendants further assign for error the action of the court in refusing to rule out the testimony as requested on page 74 as to the testimony of the witness with reference to the connection of Edgar with the business in that the same was not knowledge but hearsay upon the part of the witness, etc., as more fully appears upon page 74 of the bill of exceptions.

And the defendants further assign for error the action of the court in overruling the objection to the question as shown on page 76 of the bill of exceptions, to wit: "Describe the gentleman that paid you," to which action of the court the defendants then and there excepted, and to the action of the court in refusing to rule out the testimony of the witness as appears on page 77, in the failure of the court to rule out certain parts of the testimony of

the witness, as is more fully apparent therein, and excepted to at the time, and same is assigned for error.

And defendants further assign for error the action of the court in refusing to sustain the objection made by the defendants as appears on page 78, to the question: "Mr. Page, have you any agreement or contract of any kind, as representing the Western Union Telegraph Company with any one claiming to be connected with the Kentucky Lottery," to which ruling of the court, defendants then and there excepted.

Defendant further assigns for error the action of the court in refusing to sustain the objection of the defendants as appears on page 79 of the bill of exceptions to the question: "Does that firm do business with the Western Union Telegraph Company," and the answer of the witness thereto, "I think they do. It would probably be well for me to state that, as manager of the Cincinnati office, I never come in contact with customers in the filing of their messages. I never saw them unless I go through the files for the purpose of finding out a matter of that kind," and the same is assigned for error.

And defendants further assign for error the refusal of the court to sustain the objection made by the defendants to the question: "Did you ever authorize an account to be kept with this firm," to which ruling of the court the defendants then and there excepted, all of which will more fully appear on page 79 of the bill of exceptions.

Defendants further assign for error the action of the court in its refusal to sustain the objection to the question: "I will now hand you four other papers and state if those were the papers found upon him that morning," and the answer of the witness, "That is one; that is the other," to all of which question and the answer thereto, defendants by their counsel objected, which objection was by the court overruled, to which the defendants then and there excepted and same is assigned for error.

Defendants further assign for error the action of the court in refusing to rule out certain testimony relative to the identity of the Exhibits 7, 8, 9 and 10, which were offered by plaintiff in evidence, and attached to this bill of exceptions, to which ruling of the court, defendants by their counsel, excepted at the time, all of which will more fully appear on page 90 of the bill of exceptions.

Defendants further assign for error the action of the court in refusing to sustain the objection made by the defendants to the question on page 91: "Can you tell me how long Mr. Edgar remained in jail or in the Police Hammond St. Station after he was searched upon the morning

of the fourth," which objection was overruled by the court, to which ruling of the court defendants, by their counsel, excepted at the time.

And defendants further assign for error the action of the court in refusing to rule out the answer to the question: "From where have you seen him and your observation of him during this time, you may state what employment or business that Mr. Edgar is in," and the answer of the witness thereto: "I know him, I know him very well; I know him to be a policy writer," to which question and answer thereto defendants by their counsel, objected, which objection was overruled, to which ruling of the court, defendants excepted, at the time, all of which will more fully appear on page 94 of the bill of exceptions, and which same is assigned for error.

Defendants further assign for error the action of the court in overruling the objection of the defendants, and their motion to strike out the various questions put to the witness Hill, and excepted to at the time, as appears on page 95 of the bill of exceptions, wherein he is asked concerning Mr. Reilley's place of business and the further question as to the "room above Mr. Reilley's, what kind of a room is that you speak of you have seen Mr. Edgar in," to which question he answered: "There is two rooms above the rear room, that is they front on the alley," to which question and answer the defendants objected, and the court overruling said objections, defendants then and there excepted.

And the defendants further assign as error the action of the court in refusing to sustain the objection to the question: "That room I am speaking of as occupied by Mr. Edgar—what is carried on or done in that room, if you know?"

And the action of the court to the further question: "What do you mean by drawing?" and the answer thereto: "It is a lot of numbers that are printed first, in an uneven way, then they are placed in a straight line in numerical order, that is the smallest first, then so on up," to which question and answer defendants objected, which objection was overruled and the defendants then and there excepted, all of which more fully appears on page 95, and is further assigned for error.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question, "Do you know what those articles and things that you have enumerated that you found in that office, were used for," as will more fully appear on page 96 of the bill of exceptions.

And defendants further assign for error the action of the court in overruling the objection of the defendants and their motion to strike out all that portion of the testimony as appears on page 96, with reference to what he saw and heard as occurring upon the —— day of February, 1900, to which ruling of the court defendants excepted at the time, and same is assigned for error.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question, "State, if you know, what Edgar's business or occupation was during the year 1899," as appears on page 97.

And defendants further assign for error the action of the court in overruling the objection of the defendants and their motion to strike out the answers to the various questions put to the witness, C. H. Woellner, on page 111 of the bill of exceptions, as was in answer to interrogatories by the court; the court overruled said motion, to which ruling of the court, defendants by their counsel, then and there excepted, and same is assigned for error.

Defendants further assign as error the action of the court in overruling the objection of the defendants to the question, "Did he give you instructions as to this particular class of telegrams brought in by Mr. Francis?" as appears on page 112, which objection was overruled, the defendants then and there excepted.

And to the further question, "These telegrams were brought in generally twice a day, were they not?" and the action of the court in overruling the defendants' objection thereto is assigned for error.

Defendants further assign as erorr the action of the court in refusing to give to the jury the special chargesand each of them asked by the defendants to be given by the court to the jury and refused by the court as follows:

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question, "I will ask you if you have in your possession certain papers taken off of Anthony Hoff by chief of police upon the morning of October 4, 1899," as appears on page 113, to which ruling of the court defendants then and there excepted.

Defendants further assign as error the action of the court in admitting as evidence certain papers offered by the United States and marked "Exhibits 11 and 12" and to the reading of said Exhibits, counsel for defendants excepted at the time and to the further action of the court in admitting certain other papers offered and read in evidence and marked "Exhibits 13, 14 and 15," and attached

to the bill of exceptions, as will more fully appear on pages 115 and 116 thereof, to which action of the court, counsel for defendants excepted at the time and same is assigned for error.

And defendants further assign for error the action of the court in overruling the objection of the defendants to the question, "Do you know what business Mr. Reilley is in?" and the answer thereto, to which ruling of the court counsel for defendants excepted at the time, as will more fully appear on page 120 of the bill of exceptions.

Defendants further assign as error the action of the court in overruling the objection of the defendants to the question, "You may state what that was that you observed in his place of business," and the answer thereto, to which ruling of the court defendants then and there excepted as will appear on page 121 of the bill of exceptions.

And defendants further assign for error the action of the court in overruling the objection of the defendants and their motion to strike out the testimony of the witness, Lieut. John Poppe, to which refusal of the court so to do, and to which ruling of the court, counsel for defendants at the time excepted, as will more fully appear on page 122 of the bill of exceptions, and which same is assigned for error.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question as appears on page 125, "Do you remember an account kept at that time with S. T. Dixon & Co., or S. T. Dickerson & Co.?" to which ruling of the court defendants then and there excepted.

Defendants further assign for the error the action of the court in overruling the objection of the defendants to the question as appears on page 126, to wit: "Now, Mr. Page, it developes that Mr. Francis, one of the defendants in this case, has gone generally twice a day to the Western Union Telegraph office in this city and delivered certain papers, which the receiving clerks sent up stairs in the chute for transmission without reading, that those messages are charged for; will you please tell us in whose name the account is kept?" to which ruling of the court counsel for defendants excepted at the time, as will more fully appear on page 126 of the bill of exceptions.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question on page 128, to wit: "Haven't you a business knowledge that those things are done?" to which ruling of the court, defendants then and there excepted.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question: "By whom in October, along about the 1st of October of last year," to which ruling of the court the defendants excepted at the time, as will more fully appear on page 128 of the bill of exceptions.

And defendants further assign for error the action of the court in overruling the objection of the defendants to the question: "Well, from your business knowledge as manager of that concern," to which ruling of the court, defendants then and there excepted, and to the further action of the court in refusing to strike out the answer to the foregoing question, as appears on page 129 of the bill of exceptions, and which same is assigned for error.

And defendants further assign for error the action of the court in overruling the objection of the defendants and their motion to strike out the question and the answer thereto of the witness on page 130 of the record, to which ruling of the court defendants then and there excepted.

And defendants further assign for error the action of the court in overruling the objection of the defendants to the questions put to the witness, Charles Hirschman, relative to the signing of the bond, as appears on page 132 of the bill of exceptions, to which ruling of the court, counsel for defendants excepted at the time.

And defendants further assign for error the action of the court in overruling the objection of the defendants to the various questions put to the witness, F. S. Kyle, as appears on page 133 of the bill of exceptions, to which ruling of the court defendants excepted at the time.

And defendants further assign for erorr the action of the court in refusing to strike out the testimony of the witness, F. S. Kyle, as requested by the defendants and same is assigned for error.

And defendants further assign for error the action of the court in overruling the objection of the defendants and their motion to strike out the answers to the various questions put to the witness, J. T. Frazier, as was in answers to interrogatories by the court, to which ruling of the court, defendants then and there excepted and assign same for error.

And to the further action of the court in refusing to grant the further motion of the defendants to strike out and exclude the testimony of the witness, J. T. Frazier, is assigned for error.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the

admission of the bond offered in evidence and marked "Exhibit No. 17," to which ruling of the court defendants excepted at the time.

Defendants further assigns for error the action of the court in overruling their motion to strike out and exclude the testimony of William E. Bundy, to which ruling of the court defendant excepted at the time.

Defendants further assign for error the action of the court in overruling the objection of the defendant to the question put to A. L. France, relative to the "kind of tickets or slips used when you were in the business," to which ruling of the court, defendants then and there excepted.

And to the further question, "As far as the player is concerned, what does that represent to the player," to which the defendants objected, which objection was overruled by the court, to which the defendants then and there excepted, and same is assigned for error.

And defendants further assign for error the action of the court in overruling the objection of the defendants to the question, "What was the ticket good for," and the answer thereto, to which ruling of the court defendants excepted at the time.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question "I hand you a book, Mr. Francis, tell the jury what that book is," to which ruling of the court, defendants excepted at the time.

And defendants further assign for error the action of the court in overruling the objection of the defendants to the questions put to the witness, Francis, concerning the Room 64, to which ruling of the court defendants by their counsel excepted at the time.

And the further action of the court in overruling the objection of the defendants to the admission of said check book as evidence, which same is marked "Exhibit —" and attached to the bill of exceptions, to which ruling of the court defendants excepted at the time, and same is assigned as error.

And defendants further assign as error the action of the court in stating that papers submitted by Mr. Page, would be admissible if properly identified, to which ruling of the court defendant excepted at the time.

Defendants further assign for error the action of the court in overruling the objection of the defendants and their motion to strike out the testimony of the witness, Francis, to which ruling of the court defendants at the time excepted.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question put to the witness, William Fellows: "Is it, or is it not, unusual that seventy telegrams in cipher, and of this description should come up at certain hours, for transmission each day," and the answer thereto, to which ruling of the court defendants excepted at the time.

And defendants further assign for error the action of the court in overruling the objection of the defendants to the further question: "Don't you know as a matter of fact that these are policy telegrams," to which ruling the defendants excepted at the time.

And the action of the court in overruling the further objections of the defendants to questions relative to telegrams, and the answers thereto by the witness, William Fellows, is further assigned for error.

Defendants further assign for error the action of the court in overruling the objection of the defendants and their motion to strike out the testimony of the witness, William Fellows, to which ruling of the court, defendants at the time excepted.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question put to A. L. France, upon being recalled, with reference to the raid at the St. Paul building, and what the witness saw on that day, to which ruling of the court defendants then and there excepted.

And the action of the court in overruling the objection of the defendants to the question "Who is Ben Holland," to which ruling the defendants excepted at the time and same is assigned for error.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question "Who is Mr. Spencer," and the answer thereto, to which ruling of the court defendants then and there excepted.

Defendants further assign as error the action of the court in overruling the objection of the defendants to the question: "Now, Mr. France, I will hand you telegrams, what is purporting to be telegrams, sent by the Western Union Co., of date of October 2, 3, 4, 5 and 6th. I will hand you these of October 4th. You may take these telegrams and examine them and explain to the jury what they are, if you know," to which ruling of the court defendants excepted at the time.

And defendants further assign for error the action of the court in overruling the objection of the defendants to the answer to the foregoing question, to which ruling

of the court the defendants excepted at the time.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question "Right there I desire to call your attention, before proceeding further. State if telegrams sent to New York City the cipher was any material difference between those sent to other places," to which ruling of the court defendants then and there excepted.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question: "Now, turn to the telegrams, if you can find them, from New York and see if they have the third check word on those," to which ruling of the court the defendants excepted at the time.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question: "Explain the address, if you can, upon those New York telegrams," to which ruling of the court defendants excepted at the time.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the question "I will hand you telegrams on the 2nd, 3rd, 4th, 5th and 6th, and ask you to look at these and say if these are telegrams—I will hand you the package of the fourth and ask you to look at those and see if these are packages that you took out of these envelopes and placed upon the books," to which ruling of the court defendants, by their counsel, then and there excepted.

Defendants further assign as error the action of the court in overruling the objection of the defendants to the question "Why are you not supposed to put a check upon telegrams like that," to which ruling of the court defendants then and there excepted.

Defendants further assign for error the action of the court in overruling the objection of the defendants and their motion to strike out the testimony of the witness, Philip Emig, to which ruling of the court defendant excepted at the time.

Defendants further assign for error the action of the court in overruling the objection of the defendants to the admission of certain telegrams referred to in the testimony of Philip Emig, offered in evidence by counsel for the government and marked "Exhibit 18," to which ruling of the court, defendants, by their counsel, excepted at the time.

And the defendants further assign for error the refusal of the court to give the following special instructions, excepted to at the time.

Before the defendants, or any of them, can be convicted under the indictment with which they stand charged the government must satisfy you beyond a reasonable doubt of two things, viz.:

First, that on or about the 4th day of October, 1899, in the County of Hamilton, and State of Ohio, and within the jurisdiction of this court, two or more of the defendants did then and there unlawfully, knowingly and feloniously conspire together to commit an offense against the laws of the United States by conspiring to cause to be carried from Newport, in the State of Kentucky, to Cincinnati, in the State of Ohio, certain papers, certificates and instruments purporting to be and to represent chances, shares and interests in prizes which by lot and chance might be awarded to persons who might select the numbers which by lot and chance should be included in the twelve numbers drawn and selected at the drawings of the so-called Kentucky lottery and the so-called Henry Lottery, or either of them, enterprises offering prizes dependent upon lot and chance or commonly known as policy and consisting in the drawing and selection by lot and chance at stated intervals of twelve of the numbers from one to seventy-eight, inclusive, and of awarding prizes in varying amounts to those who may have prior to the time of any one of the drawings and selections as aforesaid, upon the payment of a small sum of money, select various combinations of numbers included in the said twelve numbers thereafter at said drawings drawn and selected by lot and chance as aforesaid; and

Second, that Charles W. Reilley, John Francis, Anthony Hoff and John Edgar, or either of them, to effect the object of such conspiracy, if you should find such conspiracy to have been entered into, at or about the time and place and for the purposes aforesaid, unlawfully, knowingly and feloniously cause to be carried from Newport, in the State of Kentucky, to Cincinnati, in the State of Ohio, papers, certificates or instruments representing chances or interests in either of the lotteries aforesaid as alleged in this indictment.

2.

I charge you that the papers, certificates or instruments, purporting to be or representing chances or interests in lotteries to which the indictment in this case refers must, in order to convict the defendants or either of them, be shown to have been papers, certificates or instruments in some drawing or drawings thereafter to

take place, and not papers, certificates or instruments in some drawing or drawings, or either of said lotteries which had already taken place.

3

I further charge you that the conspiracy alleged in the indictment of conspiring to cause to be carried from one State to another, to wit: from Newport, in the State of Kentucky, to Cincinnati, in the State of Ohio, certificates and instruments representing or purporting to represent chances, shares, or interests in the said lottery must be shown to be for the purpose of disposing of such papers, certificates and instruments, and such purpose can not be inferred, must be proved, like any other fact, by testimony which shall so satisfy you beyond a reasonable doubt.

4.

The failure of any of the defendants to take the stand in his own behalf must not be considered by you in the least degree as evidence of guilt, and you must not allow such fact to weigh in your judgment in determining the guilt or innocence of the defendants or either of them.

5.

I charge you that the act under which the defendants stand indicted, in so far as it attempts to prohibit the carrying from one State to another of papers, certificates and instruments purporting to be or representing a ticket, chance, share or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance, is unconstitutional and void, and your verdict therefore must be for the defendants.

6.

If the facts tending to show guilt may fairly be reconciled with innocence, then I charge you a reasonable doubt may be considered to exist.

5a.

I charge you that any paper, certificate or instrument which purports to be or represents to be a ticket, chance, share or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance must be such paper, certificate, or instrument as upon its face purports to entitle the holder thereof to a chance, share or interest in any so-called

lottery or similar enterprise offering prizes dependent upon lot or chance, and the mere carrying of papers, instruments or certificates showing the result of a lottery or similar enterprise which has already been drawn, and it is not sufficient that numbers were placed upon a slip of paper offering to bet upon a future drawing, or is not an interest in or dependent upon the event of a lottery or chance coming within the meaning of the statute as defined under the Act of March 2, 1895, 28 Statutes at Large, p. 963; and therefore, if you find that the so-called papers, instruments or certificates charged in the indictment against the defendants to have been caused to have been carried from Newport, in the State of Kentucky, to Cincinnati, in the State of Ohio, was of the kind herein mentioned, your verdict should be not guilty.

5b.

I charge you that any paper, certificate or instrument which purports to be or represents a ticket, chance, share or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance must be such papers, certificate, or instrument as upon its face purports to entitle the holder thereof to a chance, share or interest in any so-called lottery or similar enterprise offering prizes dependent upon lot or chance, and the mere carrying of papers, instruments or certificates showing the result of a lottery or similar enterprise which has already been drawn and which event has already taken place is not such a ticket, chance, share or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance coming within the meaning of the statute as defined under the Act of March 2, 1895, 28 Statutes at Large, p. 963; and therefore, if you find that the so-called papers, instruments or certificates charged in the indictment against the defendants to have been caused to have been carried from Newport, in the State of Kentucky, to Cincinnati, in the State of Ohio, in pursuance of a conspiracy, do not upon their face represent a ticket, chance, share *or interest* in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance, or if said alleged papers, certificates or instruments purporting to be or represent a share, chance, or interest in or dependent upon the event of a lottery or similar enterprise offering prizes dependent upon lot or chance are such papers, certificates, or instruments of a lottery which prior to the time alleged of being carried as aforesaid, had already been drawn, then in that case

I charge you that said so-called papers, instruments or certificates are not such as are forbidden to be carried within the meaning of said statute.

7.

The proof must show it to be the act of two or more, that is, it must be a joint act, in order to constitute the crime charged.

8.

I charge you, as a matter of law, that the mere passive cognizance of the illegal action of others, is not sufficient to show a conspiracy. An active participation is necessary in order to constitute the guilt of a defendant.

9.

In order to establish a conspiracy it is necessary that the jury should find from the proof adduced that at least two persons engaged in it; that is two persons named in the indictment did unlawfully conspire to do the unlawful act charged, for it is manifest that while one person may resolve to do an unlawful, may form the purpose and determination to do the unlawful act, it is impossible that such person can conspire with himself; there must be some other person conspiring with such person, and in this case it must be proved that it was at least a conspiracy entered into between two of the defendants named in the indictment and that some overt act was done in the County of Hamilton, State of Ohio, in furtherance thereof.

10.

I charge the jury, as a matter of law, that before they can find the defendants or either of them guilty of the offense charged in the indictment, that it must be proven beyond a reasonable doubt;

First, That the defendants, or at least two of them, entered into a conspiracy to do the act complained of in this indictment.

Second, That said conspiracy was entered into in the County of Hamilton as alleged in this indictment.

If the proof adduced fails to satisfy the jury as to the existence of either of the foregoing elements, then your verdict must be not guilty.

11.

The fact that the said H. T. Harrison did write certain numbers upon a slip of paper to be played in lottery or

similar enterprise, does not make the same a ticket representing an interest, share or chance in a lottery or similar enterprise dependent upon the event of a lottery dependent upon lot or chance.

12.

John Francis moves the court to charge the jury that the verdict of the jury should be for him and not guilty.

13.

Charles W. Reilley moves the court to charge the jury that as to him the United States has failed to make a case, and that the verdict of the jury should be in his favor.

14.

John Edgar moves the court to charge the jury that as to him the verdict of the jury should be not guilty under each and every count of the indictment.

15.

I charge you, as a matter of law, from the facts proven that the defendants should go acquit, because there is no legal and valid proof that an offense of conspiracy was committed within the jurisdiction of this court.

16.

The jury finds that the facts tending to show guilt upon the part of the defendants may fairly be reconciled with his innocence. I charge you that then a reasonable doubt does exist and the jury should acquit such persons.

17.

If any member of the jury has a reasonable doubt as to the guilt of any person accused, it is his duty to withhold his assent to a verdict of guilty such doubt remains in his mind.

It is a well settled rule of law in criminal cases, where *the proof* adduced is circumstantial, that while they may tend to show streng evidence of guilt, yet, *if they are not* inconsistent with the innocence of the defendants, the jury should acquit.

18.

The law presumes every man innocent until he is proven guilty and this presumption continues until removed by proof which satisfies the jury beyond a reasonable doubt.

19.

The jury must find from the testimony adduced that a conspiracy was entered into and the acts done in the County of Hamilton, within the jurisdiction of this court, as alleged in the indictment, or else they must acquit the defendants.

20

If the jury find that the person named in the indictment, viz., H. T. Harrison, desiring or intending to play policy wrote out a list of numbers and requested the defendant, Anthony Hoff to send said numbers so as aforesaid written by him to be sent over the river to be played in policy and that he, the said Hoff, gave the said paper containing the numbers to defendant Edgar at Newport, in the State of Kentucky, to be carried by him over the river and played in policy, then I charge you there is a variance as between the proof and the allegations of this indictment, and your verdict should be not guilty; and there was no proof adduced that said numbers had been played, then I charge you that your verdict should be not guilty.

21

The fact that the defendants or either of them may have committed an unlawful act, to wit, carrying tickets or other papers purporting to represent a share, chance or interest in a lottery, policy or scheme or chance, is not sufficient to warrant a verdict of guilty; it must be proved beyond a reasonable doubt that at least two of the defendants confederated or agreed to do the unlawful act in furtherance thereof and that the conspiring was to carry tickets or other instruments representing a share or interest in the lottery or scheme of chance from Newport in the State of Kentucky, to Cincinnati, in the State of Ohio.

22

A criminal conspiracy consists not merely in the intention of two or more to do an unlawful act, but the gist of the offense is the mutual agreement of the two or more to do the unlawful act in the manner and by the means set forth in the indictment, and some overt act in furtherance thereof.

23

The fact that the defendants may each or all of them have been engaged in the policy business does not of itself warrant the jury finding them guilty as charged, for if

the jury find that each acted for himself—that is without an agreement or confederation to do the unlawful act with the other—then I charge you under this indictment your verdict must be not guilty.

24

The jury must be satisfied beyond a reasonable doubt that each and every element of the crime charged has been proven before they can find a verdict of guilty. If the jury have a reasonable doubt as to the guilt of any defendant, they must solve that doubt in favor of such defendant and acquit him.

26

The credibility of each and every witness is peculiarly for the jury; the weight to be given the testimony of any witness offered in this case must be determined by the jury.

Defendants further assign as error the action of the court in charging the jury as follows:

"Congress upon the second day of March, 1895, passed an Act, called the Anti-Lottery Act, which reads, so far as it concerns this case, as follows:

"Any person, who shall cause to be carried from one state to another, in the United States, any paper, certificate or instrument, purporting to be or represent a ticket, chance, share or interest in or dependent upon the event of a lottery, or similar enterprise, offering prizes, dependent upon lot or chance, shall be punishable, &c."

Section 5440 of the Revised Statutes of the United States, declares that if two or more persons conspire to commit any offense against the United States, and one or more of such parties do any act to effect the object of the conspiracy, all the parties to such conspiracy, shall be liable to a penalty, &c.

This indictment in this case, in substance, charges that in this district, on the fourth day of October, 1899, the defendants Charles W. *Reilley*, John Francis, Anthony Hoff and John Edgar, alias Peter Edgar, did unlawfully conspire to cause to be carried from the City of Newport, in the State of Kentucky, to the City of Cincinnati, in the State of Ohio, certain papers, purporting as they well knew to represent interests, dependent upon the event of a lottery, offering prizes, dependent upon chance, and that to effect the object of the conspiracy,

they did cause to be carried from the City of Newport, in the State of Kentucky, to the City of Cincinnati, in the State of Ohio, five papers, purporting, as they well knew, to represent the interest of H. T. Harrison and other persons in prizes or sums of money, which, by lot or chance might thereafter be awarded to players in the next drawing of the lottery. Copies of the papers are set forth in the indictment.

It appears from the indictment, that the lottery in question, belongs to a variety known as policy, and the scheme and manner of playing it is as follows:

Of the numbers from one to seventy-eight, the players select such as they may choose, and upon the payment of a small sum of money, these numbers so chosen, are written on small pieces of paper in duplicate, either by the player or the agent of the lottery, who receives the money. One copy of these numbers is kept by the player and the other by the agent, and these papers represent the interest or chance which the player has taken in the drawings which is afterwards to take place. The drawing consists in the selection by lot or chance of twelve of the numbers from one to seventy-eight, inclusive, and prizes in varying amounts, are awarded to the players, whose choice of numbers are found in the twelve selected at the drawing.

As for instance, if one of the players should select the numbers two, twenty and seventy-eight, and these are found among the twelve selected by chance at the drawing, the player is entitled to receive a prize or sum of money. Agencies for policy shops are established, where the players may make selection of numbers—make bets—and the paper or writing, evidencing the bet, held by the agent, is forwarded by a carrier to headquarters, as it is called, before the drawing takes place, to enable those conducting the drawing to know what players have won, and who are entitled to the prizes, or sums of money that are paid to the betters who win. After the drawing takes place what are called official prints, are made out, showing in one line the twelve winning numbers, in the order in which they were drawn or selected and in a line below the same numbers in their numerical order.

These official prints are forwarded to the policy shops, or agencies, for the information of the players.

A man who has taken a chance wants to know the result of a drawing and he is informed by the headquarters sending to these shops or agencies these so called official prints which show what the winning numbers are, and he can see whether his choice of numbers is among the win-

ning numbers—whether he has won, or whether he has lost. The prizes, or the sums won, are also delivered through these agencies to the successful players the drawings are made twice a day, one at twelve o'clock noon, and one at five o'clock in the afternoon.

Now the government charges that these defendants conspired to cause the tickets, or evidences of the bet, set forth in the indictment to be carried from the City of Newport, in the State of Kentucky, to the City of Cincinnati, in the State of Ohio, in time for the drawings and that to effect the object of this conspiracy, the defendants, did in fact cause these papers and tickets to be so carried.

Defendants further assign as error the action of the court in charging the jury as follows:

Now, in the first place, gentlemen, what, in law, constitutes a conspiracy? The Supreme Court of the United States has described it as, "A combination of two or more persons, by concerted action, to accomplish a criminal or unlawful, by criminal or unlawful means." A combination of persons who intend to and by concerted action, do accomplish an unlawful or criminal act, or some act which may not be unlawful in itself, but accomplished by the use of unlawful or criminal means.

As I have said, the charge herein, that these defendants conspired, agreed together, to do a criminal act to wit, to carry lottery tickets, from one state to another which is forbidden by the Act which I have read in your hearing, and that in order to accomplish this undertaking on their part, this conspiracy, in order to effect it, they actually did carry such tickets, lottery tickets, from the State of Kentucky over into the State of Ohio, because under the Statutes of the United States, there must be not only a conspiracy an agreement to do an unlawful or criminal act, but there must be some step taken in the execution of it, in the language of the statute, "some act, by one or more of the conspirators to effect the object of the conspiracy."

In the first place then, was there, about the time mentioned in the indictment, a combination of persons, engaged by concerted action, in carrying on a lottery, known as policy, which offered prizes to his patrons dependent upon lot or chance, and was it a *part of the* operation of the scheme, to cause to be carried from the city of Newport in the State of Kentucky, to the City of Cincinnati, in the State of Ohio, papers, purporting to represent tickets, chances, shares or interests in and dependent upon the drawings of the lottery thereafter to be made?

Second. Were these defendants parties to this combination? And third, was any act done by one or more of the parties to the combination to effect the conspiracy —to effect the carrying of the papers?

Was there then such a combination—a combination to carry on a lottery, and as a means, to carry lottery tickets from Kentucky to Ohio—as one of the features of the operation of the lottery, to carry tickets from Kentucky to Ohio? Was there such a combination at or about the time charged in the indictment? If there was, and you are to determine the fact from the evidence, then your next inquiry will be, were these defendants on trial here parties to that combination? And if they were, did one of them or more than one do an act to effect, to accomplish the conspiracy?

Defendants further assign as error the action of the court in charging the jury as follows:

In cases of conspiracy, it is seldom that what is called direct evidence can be adduced to establish its existence Men who combine together to commit crime, do not publish the conspiracy to the world, nor put it in writing, nor recite its terms in the presence of witnesses, and therefore, it has been found necessary to resort to those facts and circumstances that attend the transaction of the commission of the alleged crime, in order to ascertain whether such a conspiracy was formed and existed. There is no mystery about what is called circumstantial evidence. Your conduct and your actions every day of your lives are influenced by the inferences which you draw from facts and circumstances that are presented to your minds in matters about which you are called upon to act. If A is charged with stealing a five dollar greenback bill and B saw him steal it, and so testifies, that is direct evidence of the fact necessary to be found in order to convict him, but if a five dollar bill is missing, a five dollar bill with a given number is missing and A is seen in the vicinity about that time, and he is afterwards arrested and accused of the theft, and denies it, and is then searched, and they find the bill in his pocket with the identical number upon it, the jury, in such a case, would be warranted in inferring that A took that five dollar bill, and that he took it with the mind of a thief, intending to appropriate it to his own use and deprive the owner of it. And these facts, the fact that the bill was missing, that A was found in the vicinity, that he was arrested, that he was charged with the theft, that he denied it that he was searched and the bill was found upon

him, are as satisfactory and conclusive as the statement of the witness who saw him take it. In one case you have the direct evidence of an eye witness, in the other you have facts and circumstances, which justify and require you to infer that A was the guilty person.

In this case, therefore, the government has put before you many facts and circumstances, which it asks you to consider and drawing from them the proper inferences, to determine, whether these defendants are or are not guilty of the offense with which they stand charged. Now, you are to consider these facts and circumstances and determine whether a lottery was being carried on here, about the time stated in the indictment, which had, as one of its essential features, the carrying of lottery tickets from Kentucky to Ohio. And if the evidence, the facts and circumstances put before you, satisfy you that such a lottery was being carried on, then you will turn to the same facts and circumstances, the facts and circumstances presented to you in the evidence, and determine whether these defendants were parties to a combination and conspiracy engaged in carrying on that lottery, with that interstate feature. And I will say here in passing, gentlemen, that it is your function to determine what the facts in the case are, and it is the function of the court to determine what the law is. When you receive the law from the court and apply it to the facts as you find them, then you are to determine, as the result of the application of the law to the facts, whether the defendants, or any of them, are guilty of the crime charged. The responsibility for the determination of the facts rests upon you, not upon the court, and in calling attention to the testimony in the case the court does not do it with any purpose to influence your action, because you are under oath to perform your part of the duty here, and are responsible for it.

Defendants further assign as error the action of the court in charging the jury as follows:

Now, as to the defendant, Hoff, there is testimony which I will not undertake to recapitulate fully, but refer to in a general way tending to show that he kept a barber shop in Newport, Kentucky; that Harrison, one of the witnesses for the government, called there on the 1st, 2nd, 3rd and 4th days of October and made bets. On the 4th—if I am mistaken about it the jury will correct me—on the 4th he took half of an envelope and on the inside wrote down in duplicate his choice of numbers, tore it into and kept one piece containing the num-

bers that he had chosen and gave the other piece to Hoff, containing these same numbers, and paid Hoff a sum of money; in other words, he made a bet or play, as he called it, in the lottery to be drawn that day; that shortly afterwards, the defendant, Edgar, came to Hoff's shop, and then started across the bridge to Ohio, and at the Ohio end of the bridge was arrested by officers of the Cincinnati police force and searched, and upon his person was found the ticket, the half of this piece of the envelope, containing the numbers chosen by Harrison, which had been left with Hoff, and four other pieces of paper containing numbers, and that Hoff was arrested the same day, I believe—you will remember that—and that in his possession were found similar pieces of paper containing numbers in manner, like this, and copies of official prints and other papers which have been exhibited before you, and which you will have with you in the jury room. And upon these facts and circumstances thus shown by the evidence offered by the government, the government claims that he was the agent of the lottery company; that he is what is called a vendor, an agent to receive bets and transmit them to headquarters in time for the drawing. Now, it is for you, upon this testimony, to say whether he was an agent for the lottery company for that purpose.

And upon the same evidence, it is claimed that Edgar was a carrier for the company—for the lottery company. And it is claimed also, upon this same testimony, that these two men were in combination; that they were acting together; that one was receiving bets and the other, in playing his part, was coming there to get them and carry them over to headquarters. Now, it is for you, upon this evidence, to say whether that is true or not.

As to the defendant, Reilley, they say that he was in charge of a place on Sixth Street in this city, 116, I believe, you will remember, and that Edgar was traced from Hoff's place in Kentucky across the bridge to his place on Sixth Street a number of times, and that at one time, when the place was raided, he, Reilley, was found there with paraphernalia, which it was claimed belongs to the operation of a lottery, and you will remember what was found there, official prints and papers of that character.

I am not undertaking to repeat the testimony to you. Because I depend upon you to repeat it. And the government claims that he represented this end of the line, and that he was acting in concert with the other two. Now, it is for you to say what the fact is. When a draw-

ing has been made, the patrons are to be notified of the result of the drawings, and, it is said, that the drawings are conducted in the St. Paul Building, supervised by the defendant, Francis. That is the claim that is made, and that he carried telegrams after the drawing to the telegraph office and sent the information to the players to the different parts of the country. That is the claim of the government upon the evidence offered, in order to show that he was in concert with the other three. Now, you must remember the evidence as to the defendant, Francis. It is for you to determine what his relation to the transaction was. If there was such a conspiracy, whether he was one of the parties to it. The evidence tended to show this, that he went to the telegraph office every day about twelve o'clock and about five o'clock, and it finally came out through two of the receivers of the telegraph office that he brought packages of some kind. Woellner, and the next witness both said, both testified, that he did not hand them anything, but when asked whether he brought anything there that came into their possession as receivers of the company, whether he handed it to them or not, both witnesses, as I remember the testimony, testified that he did. And then these witnesses, as I remember their testimony, said that packages were sent up the tube to the operating room. You have the testimony of the little boy who attended the dummy or tube, as it was called, and received the matter that came up from below and opened it and put it upon wires—distributed it upon the wires in front of the different operators who sent it out.

Telegrams covering the time from the 1st or 2nd of October, I am not certain which, to the 6th, were introduced in evidence. Telegrams for one day were displayed before the jury. They were in cipher. No one has been able to tell the jury what the contents of these dispatches were, but you will remember what France, who was formerly engaged in this business, said about them—what the character of the telegrams was and the purpose. No witness has testified that Francis walked into the telegraph office and laid down on the counter a telegram and said, "Here is a lottery telegram that I am sending to New York to tell the people there the result of the drawing to-day"; nobody has testified to anything of that kind, but the government has put before you these facts and circumstances, to which I have alluded in a general way. Just exactly what these facts and circumstances show, you must determine, gentlemen, not the court. When you have recalled them and have them in

your mind, then it is for you to say whether they show the connection of this defendant, Francis, with this alleged combination as claimed by the government, if they do, if you are satisfied from the facts and circumstances put in evidence, that these four men were connected with this combination, this alleged conspiracy, that they were working together, each playing his part, then the next step is to determine whether there was some act done in furtherance of the conspiracy. But, before passing to that, I should say to the jury, that in order to find these defendants parties to the conspiracy charged, the evidence must show that they knew what they were doing, they must have intended to carry on the lottery—they must have intended, in furtherance of the carrying on of the lottery, to carry tickets from Kentucky to Ohio. A man innocently drawn into a transaction of that kind, who play a part without any knowledge of its purpose or object, has no guilty intent that makes him a party. And at this point I will say, too, that it is not necessary that a man engaged in such combination, should know every other man in the combination or the part he plays. If he knows there is a combination to do an unlawful act, to commit a crime and that he has a part in it to play, and that there others playing parts, and that others must play parts in order to accomplish the purposes of the conspiracy, he is as guilty as if he knew the name and had personal acquaintance with every one connected with the conspiracy—as if he knew precisely the part that every other man played. In a combination in which the co-operation of many members is necessary, covering a large field of territory, it would be impossible almost that each should know every other and the part he plays. It is only necessary that he should know that there is a combination, of which he is a part, for the purpose of accomplishing a crime. If, then, there was such a conspiracy as the indictment charges, and if these defendants were parties to it, then the next question is, whether any act was done to effect it? But, before passing to that, there is some other matters I desire to call your attention to. Did these paper or so-called lottery tickets, which it is alleged defendants conspired to carry from Kentucky to Ohio, purport to represent interests of players in a drawing afterwards to take place? It is not necessary, gentlemen, that they should purport or show upon their face that they were tickets in a lottery giving an interest to the holder, in a drawing afterwards to take place, but their purport may be shown outside of the papers. Now, as to the evidence offered by the government upon that

point, you will recall the evidence of France, who was introduced as an expert, to tell what they were, and the evidence of Harrison that he wrote out his ticket and delivered one-half of it to the agent, paid the money and held the duplicate—one of the duplicates, his evidence of the interest he had in the drawing that was to come off that day, and the evidence to which I have before referred as to the fact that the duplicate left with Hoff was afterwards found in the possession of Edgar at the end of the bridge shortly after the play was made. If, from these facts, you are satisfied that it represented an interest in a drawing afterwards to take place, then within the meaning of the law, it purported to represent the interest of the player in the drawing, although it did not so state upon its face.

Defendants further assign as error the action of the court in charging the jury as follows:

Now, then, to come to the act, which it is alleged was done in furtherance of this conspiracy, it is said that five tickets, copies of which are set forth in the indictment, were, in fact, carried across the bridge from Newport, Kentucky, to Cincinnati, Ohio. That was an act to effect the purpose and object of the conspiracy. And if the jury, upon this evidence, should find that Edgar was a party to the alleged conspiracy, and carried these tickets, including the Harrison ticket, over the bridge from Kentucky to Ohio, then I charge you that it would be an act in furtherance of the conspiracy, and it would be the act not only of Edgar, but of all the defendants, that is, if you find these four parties, these four defendants, were parties to the conspiracy charged in the indictment to carry tickets across the bridge into Ohio, and that Edgar, one of them, did carry them over for the purposes of the lottery, in pursuance of that understanding among them, then his act was the act of all four—the act of all.

Defendants further assign as error the action of the court in charging the jury as follows:

It is necessary, gentlemen, that it should be established by the government that the crime charged here was committed in this District, that is, in the County of Hamilton and State of Ohio—in the Southern District of the State of Ohio, in the Sixth Judicial District of the United States. I charge you as the law of the case that if you find that these men were parties to the conspiracy charged, and in furtherance of it, carried the tickets across the bridge into the State of Ohio, then you will be warranted in finding that the offense was committed in Hamilton County, State of Ohio, within the jurisdiction of this court.

Defendants further assign as error the action of the court in charging the jury as follows:

When a man is charged with a crime, gentlemen, and placed on trial, the presumption of law is that he is innocent, and before the jury would be warranted in finding him guilty of the charge, upon which he is tried, the prosecution must establish his guilt beyond a reasonable doubt. I have recited in your hearing the elements constituting the charge in this case. Each element is essential to the charge. These elements of the charge must be established, beyond a reasonable doubt, in order to warrant a conviction.

Defendants further assign as error the action of the court in charging the jury as follows:

A reasonable doubt, as I have occasion to tell you before, is just what the words imply, a reasonable doubt, not an unreasonable doubt. In the practical administration of justice, it is impossible to remove all doubt of the guilt of the accused; it would simply defeat the end of justice to require anything of that kind. The law intends and it only requires that you should be satisfied beyond a reasonable doubt, not that you should be satisfied beyond all doubt. And the doubt which should be resolved in favor of the accused, is such a one as has reason for its foundation, one that would cause you in a matter of importance to yourselves to pause and hesitate before acting. You would not pause or hesitate because some slight, trivial doubt entered your mind, sometimes, I suppose there is a temptation excited by sympathy to yield to doubt to avoid the rendition of a disagreeable verdict. Gentlemen, that would not be a reasonable doubt, because the jury, as part of the machinery for the administration of justice, should do its duty honestly and fearlessly without fear or favor. It ought not to shirk a clear duty because of suggested doubt that had not reason to support.

Defendants further assign as error the action of the court in charging the jury as follows:

Gentlemen, as I have told you many times, you are the sole judges of the credibility of the witnesses brought before you, and it is for you to determine what weight the evidence of any witness shall have in your consideration of the case. I have had occasion to direct your attention to the circumstances which jurors should take into the account, and which men, involuntarily take into the account, in passing upon the credibility of a witness, and in determining whether a given witness is worthy of belief, whether the story he tells is true, or whether it is

true in part and false in part, and I do not feel that I need to spend time to recapitulate to you all the various circumstances which go to support or impeach the credibility of a witness. In passing on the testimony of a witness, you will consider his manner, his bearing, the story he tells, his intelligence, his prejudice, his disinterestedness, his honesty, his frankness, his disposition to be fair and other indescribable evidence of truth or falsehood, which every man sees and appreciates, and which, whether you realize it or not, enters into your mind, notwithstanding, and controls your judgment in determining whether a witness is credible and what weight his testimony should have. A witness may be perfectly honest and perfectly truthful, and you may reach that conclusion, yet he may have a very defective memory, he may greatly lack in intelligence, and the weight that you will give to his testimony will not be such as you would give to that of an intelligent witness, with a clear, retentive memory. I am not making application, in anything that I am saying, to any witness in the case; I am simply discussing the matter in a general way to invite your attention to those circumstances which should be considered in determining the credibility of a witness and the weight which should be given to the story which he tells.

The government must make out its case, and the fact that the defendants in this case have failed to testify is not to be taken into the account against them. Without reference to whether they have testified or not, leaving that entirely out of view, you are to take up the testimony which the government has introduced here and say whether it satisfies you with that certainty which the law require that they are or are not guilty of the offense charged.

Accordingly, as you find the facts, you may find all the defendants guilty, or you may find one or more guilty and others not guilty. Your verdict as to each will be determined by the facts as you find them. Each man's case is to be considered separately, and you are to find and determine whether they are all not guilty, or whether they are all guilty, or whether some of them are guilty, and some are not guilty; but it must appear that at least two persons conspired together. A man can not conspire with himself. There must be at least two.

Now, gentlemen, when you retire to your room, inquire first whether about the time charged in this indictment, and in this District, there was a combination of persons, carrying on a lottery, in violation of the Act of Congress, to which I have called your attention, by carry-

ing lottery tickets from Kentucky to Ohio. And if you find there was no such combination of persons acting together for such purpose that will be the end of the case, and your verdict should be not guilty. But if you find there was such a combination of persons, then let your next inquiry be as to whether these defendants, or any of them, were parties to that combination; were they taking part in it; were they playing parts in this unlawful combination, to carry lottery tickets from Kentucky to Ohio?

Defendants further assign as error the action of the court in charging the jury as follows:

But if you find they were, then the next question is, did anyone, in carrying out the common purpose, carry any lottery ticket, as I have explained that, from Kentucky to Ohio? If no one of them carried any tickets from Kentucky to Ohio, that is the end of the case, and your verdict should be not guilty as to all of them.

But if you find that one of them did carry tickets across the bridge from Kentucky into Ohio, having first found the other proposition to be true, then you will be warranted in returning a verdict of guilty, as against all, or such of them as you find to be guilty.

The action of the court in overruling the motion for a new trial, filed herein by Charles W. Reilley, for the reasons therein stated.

The action of the court in overruling the motion for a new trial, filed herein by John Francis, for the reasons stated therein.

The action of the court in overruling the motion for a new trial, filed herein by Anthony Hoff, for the reasons stated therein.

The action of the court in overruling the motion for a new trial, filed by Peter Edgar, for the reasons stated therein.

The action of the court in overruling the motion in arrest of judgment, filed by Charles W. Reilley, for the reasons stated therein.

The action of the court in overruling the motion in arrest of judgment, filed by John Francis, for the reasons stated therein.

The action of the court in overruling the motion in arrest of judgment, filed by Anthony Hoff, for the reasons stated therein.

16th. The action of the court in overruling the motion in arrest of judgment, filed by Peter Edgar, for the reasons stated therein.

17th. The action of the court in overruling the mo-

tion at the close of the testimony offered by the United States, as filed by Charles W. Reilley, requesting the court to direct the jury to acquit for the reasons therein stated.

18th. The action of the court in overruling the motion at the close of the testimony offered by the United States, as filed by John Francis, requesting the court to direct the jury to acquit, for the reasons therein stated.

19th. The action of the court in overruling the motion at the close of the testimony offered by the United States, as filed by Anthony Hoff, requesting the court to direct the jury to acquit, for the reasons therein stated.

20th. The action of the court in overruling the motion at the close of the testimony offered by the United States, as filed by Peter Edgar, requesting the court to direct the jury to acquit, for the reasons therein stated.

And afterwards, to wit, on the 9th day of April, A. D. 1900, an entry was made upon the Journal of said court, clothed in the words and figures following, to wit:

Entry—Journal 7, Page 516.

Writ of Error Allowed and Bonds Fixed.

It being made to appear to the court that the defendants, Charles W. Reilley, John Francis, Anthony Hoff and John Edgar, alias Peter Edgar, have filed their petition for allowance of a writ of error and assignment of errors herein, and it being further made to appear to the court that the said defendants intend to prosecute said writ of error, it is ordered that the said writ of error be, and the same hereby is, allowed, and that the same operate as a supersedeas upon the said defendants giving bond with surety to the satisfaction of the clerk of this court as follows:

The said Charles W. Reilley in the sum of $3,000.00.

The said John Francis in the sum of $5,000.00.

The said Anthony Hoff in the sum of $2,000.00.

The said John, alias Peter Edgar, in the sum of $2,000.00.

To surrender themselves to perform the judgment of the court herein if said judgment should be affirmed upon said writ of error by the United States Circuit Court of Appeals of the Sixth Circuit.

And afterwards, to wit, on the 9th day of April, A. D. 1900, the following error bond was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Error Bond of Charles W. Reilley.

District Court of the United States, Southern District of Ohio, Western Division, ss.:

The United States

vs.

Charles W. Reilley.

Know all men by these presents:

That we, Charles W. Reilley, as principal, and John Donohue and Thomas C. McGrath and Thomas J. Mulvihill, as sureties, are held and firmly bound unto The United States of America, in the sum of three thousand dollars, to be paid to the said The United States of America. To which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals. Dated this 9th day of April, 1900.

Whereas, the above named Charles W. Reilley has taken out a writ of error to the Circuit Court of Appeals of the United States, Sixth Circuit, to reverse the judgment rendered in the above entitled action by the District Court of the United States for the Southern District of Ohio.

Now, therefore, the condition of this obligation is such, that if the above named Charles W. Reilley shall prosecute his said writ of error to effect and shall abide the decision of the said Circuit Court of Appeals of the United States, if he shall fail to make good his plea, then this obligation to be void; otherwise to remain in full force and virtue.

C. W. Reilley.	Seal.
John Donohue.	Seal.
Thos. C. McGrath.	Seal.
T. J. Mulvihill.	Seal.

Sealed and delivered in presence of
Robt. C. Georgi.

The above security is approved.

A. C. Thompson,
District Judge of the United States, S. D. Ohio.

Southern District of Ohio, ss.:

I, Thomas J. Mulvihill, one of the sureties above named, do solemnly swear that, after paying my just debts and liabilities, I am worth sixteen thousand dollars in real estate in my own name, situate in the County of Hamilton, in said District.

T. J. Mulvihill.

Sworn to before me the 10th day of April, 1900.
(Seal.) Robt. C. Georgi, Dep. Clerk,
U. S. District Court, S. D. O.

Southern District of Ohio, ss.:

I, Thomas C. McGrath, one of the sureties above named, do solemnly swear that, after paying my just debts and liabilities, I am worth twenty-six thousand dollars in real estate in my own name, situate in the County of Hamilton, in said District.

Thos. C. McGrath.

Sworn to before me the 9th day of April, 1900.
(Seal.) Robt. C. Georgi, Dep. Clerk,
U. S. District Court, S. D. O.

And afterwards, to wit, on the 9th day of April, A. D. 1900, the following error bond was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Error Bond of John Francis.

District Court of the United States, Southern District of Ohio, Western Division, ss.:

The United States,

vs.

John Francis.

Know all men by these presents, That we, John Francis, as principal, and John Donohue and Thomas C. Mc-

Grath and John J. Gilligan, as sureties, are held and firmly bound unto The United States of America, in the sum of five thousand dollars, to be paid to the said The United States of America. To which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals, dated this 9th day of April, 1900.

Whereas, the above named John Francis has taken out a writ of error to the Circuit Court of Appeals of the United States, Sixth Circuit, to reverse the judgment rendered in the above entitled action by the District Court of the United States for the Southern District of Ohio.

Now, therefore, the condition of this obligation is such, that if the above named John Francis shall prosecute his said writ of error to effect and shall abide the decision of the said Circuit Court of Appeals of the United States, if he shall fail to make good his plea, then this obligation to be void; otherwise to remain in full force and virtue.

John Francis, (Seal.)
John Donohue, (Seal.)
Thos. C. McGrath, (Seal.)
John J. Gilligan, (Seal.)

Sealed and delivered in presence of:
Robt. C. Georgi.

The above security is approved.
A. C. Thompson,
District Judge of the United States, S. D. Ohio.

Southern District of Ohio, ss.:

I, John J. Gilligan, one of the sureties above named, do solemnly swear that, after paying my just debts and liabilities, I am worth ten thousand dollars, in real estate in my own name, situate in the county of Hamilton, in said district.

John J. Gilligan.

Sworn to before me the 10th day of April, 1900.
(Seal.) Robt. C. Georgi,
Dep. Clerk U. S. District Court, S. D. O.

And afterwards, to wit, on the 9th day of April, A. D. 1900, the following error bond was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Error Bond of Anthony Hoff.

District Court of the United States, Southern District of Ohio, Western Division, ss.:

The United States,

vs.

Anthony Hoff.

Know all men by these presents, that we, Anthony Hoff, as principal, and John Donohue and Thomas C. McGrath, as sureties, are held and firmly bound unto The United States of America, in the sum of two thousand dollars, to be paid to the said The United States of America. To which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals, dated this 9th day of April, 1900.

Whereas, the above named Anthony Hoff has taken out a writ of error to the Circuit Court of Appeals of the United States, Sixth Circuit, to reverse the judgment rendered in the above entitled action by the District Court of the United States for the Southern District of Ohio.

Now, therefore, the condition of this obligation is such, that if the above named Anthony Hoff, shall prosecute his said writ of error to effect and shall abide the decision of the said Circuit Court of Appeals of the United States, if he shall fail to make good his plea, then this obligation to be void; otherwise to remain in full force and virtue.

Anthony Hoff, (Seal.)
John Donohue, (Seal.)
Thos. C. McGrath, (Seal.)

Sealed and delivered in presence of:
Robt. C. Georgi.

The above security is approved.
A. C. Thompson,
District Judge of the United States, S. D. Ohio.

And afterwards, to wit, on the 9th day of April, A. D. 1900, the following error bond was filed in the clerk's office of said court, clothed in the words and figures following, to wit:

Error Bond of John Edgar, alias Peter Edgar.

District Court of the United States, Southern District of Ohio, Western Division, ss.:

The United States,

vs.

John Edgar, alias Peter Edgar.

Know all men by these presents, That we, John Edgar, alias Peter Edgar, as principal, and John Donohue and Thomas C. McGrath, as sureties, are held and firmly bound unto the United States of America, in the sum of two thousand dollars, to be paid to the said the United States of America. To which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals, dated this 9th day of April, 1900.

Whereas, the above named John Edgar, alias Peter Edgar, has taken out a writ of error to the Circuit Court of Appeals of the United States, Sixth Circuit, to reverse the judgment rendered in the above entitled action by the District Court of the United States for the Southern District of Ohio.

Now, therefore, the condition of this obligation is such, that if the above named John Edgar, alias Peter Edgar, shall prosecute his said writ of error to effect and shall abide the decision of the said Circuit Court of Appeals of the United States, if he shall fail to make good his plea, then this obligation to be void; otherwise to remain in full force and virtue.

John Edgar, (Seal.)
John Donohue, (Seal.)
Thos. C. McGrath, (Seal.)

Sealed and delivered in presence of:
Robt. C. Georgi.

The above security is approved.
A. C. Thompson,
District Judge of the United States, S. D. Ohio.

The United States of America, Southern District of Ohio, Western Division, ss.:

I, Benjamin R. Cowen, clerk of the District Court of the United States of America, within and for the Division and District aforesaid, do hereby certify that the foregoing is a true and complete transcript of the proceedings had by and before said court, in the above entitled cause, as the same appears of record and on file in the clerk's office of said court.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at the city of Cincinnati, Ohio, this 2d day of May, A. D. 1900.

(Seal.) B. R. Cowen, Clerk.

By Janie W. F. Cowen, Deputy Clerk.

United States Circuit Court of Appeals for the Sixth Circuit.

United States of America, Sixth Judicial Circuit, ss.:

The President of the United States, to the Honorable the Judge of the District Court of the United States for the Southern District of Ohio, Western Division—Greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said District Court, before you, or some of you, between The United States of America and Charles W. Reilley and others, a manifest error hath happened, to the great damage of the said Charles W. Reilley and others, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if the judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the United States Circuit Court of Appeals for the Sixth Circuit, together with this writ, so that you have the same at Cincinnati, in said circuit, on the eighth day of May, next, in the said Circuit Court of Appeals, to be then and there held, that the record and proceedings aforesaid being inspected, the said Circuit Court of Appeals may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, the 9th day of April, in the year

of our Lord one thousand nine hundred, and of the Independence of the United States of America the one hundred and twenty-fourth.

(Seal.) B. R. Cowen,
Clerk of the District Court of the United States,
Southern Dist. of Ohio.
By Robt. C. Georgi, Deputy.

Allowed by:
Albert C. Thompson,
District Judge.

*Not exceeding 30 days from the day of signing the citation.

No. 377. United States District Court, Southern District of Ohio, Western Division. The United States vs. Chas. W. Reilley, et al. Writ of error. Filed Apr. 9, 1900. B. R. Cowen, Clerk.

United States Circuit Court of Appeals, for the Sixth Circuit.

United States of America, Sixth Judicial Circuit, ss.:

To the United States of America—Greeting:

You are hereby cited and admonished to be and appear at a session of the United States Circuit Court of Appeals for the Sixth Circuit, to be holden at the city of Cincinnati, in said circuit, on the* eighth day of May, next, pursuant to a writ of error, filed in the clerk's office of the District Court of the United States for the Southern District of Ohio, Western Division, wherein Charles W. Reilley, John Francis, Anthony Hoff and Peter Edgar, plaintiffs in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiffs in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, this ninth day of April, in the year of our Lord one thousand nine hundred, and of the Independence of the United States of America the one hundred and twenty-fourth.

A. C. Thompson,
Judge U. S. District Court, S. D. O.

*Not exceeding 30 days from the day of signing.

April 9th, 1900.

On behalf of the United States of America, I hereby waive formal service of the citation upon me and enter the appearance of the said defendant in error herein the same as if regularly served by legal process.

William E. Bundy,
United States Attorney, S. D. O.

No. 377. United States District Court, Southern District of Ohio, Western Division. The United States vs. Chas. W. Reilley, et al. Citation. Filed Apr. 9, 1900. B. R. Cowen, Clerk.

And afterwards, to wit, on August 4th, 1900, a stipulation was filed extending time for filing briefs, which reads and is as follows:

United States Circuit Court of Appeals for the Sixth Circuit.

CHARLES W. REILLEY ET AL., Plaintiffs in Error,
vs.
THE UNITED STATES OF AMERICA, Defendants in Error.
} No. 849. Entry.

At the request of plaintiffs in error, it is hereby stipulated and agreed that their time for printing and filing brief may be extended until October first.

WM. E. BUNDY,
U. S. Attorney.
M.
SHAY & COGAN,
Att'ys for Pl'ffs in Error.

And afterwards, to wit, on November 13th, 1900, a stipulation was filed clothed in the words and figures as follows:

United States Circuit Court of Appeals for the Sixth Circuit.

CHARLES W. REILLEY, JOHN FRANCIS, Anthony Hoff, and John Edgar, alias Peter Edgar, Plaintiffs in Error,
vs.
THE UNITED STATES OF AMERICA, Defendants in Error.
} Stipulation for Continuance.

Counsel of record hereby stipulate and agree that the hearing in this case may be postponed until January, 1901.

SHAY & COGAN,
Attorneys for Plaintiffs in Error.
WM. E. BUNDY,
United States Attorney S. D. O., for Defendants in Error.

And afterwards, to wit, on January 16, 1901, an order was entered in said cause, which is in the words and figures as follows:

United States Circuit Court of Appeals for the Sixth Circuit.

CHARLES W. REILLEY ET AL.
vs.
THE UNITED STATES OF AMERICA.

Error to the district court of the United States for the southern district of Ohio.

Before Judges Lurton, Day, & Severens.

This cause is argued on behalf of plaintiffs in error by Mr. Thomas F. Shay and continued until tomorrow, at 9.30 a. m., for further argument.

And afterwards, to wit, on January 17th, 1901, an order was entered in said cause, which reads and is as follows:

United States Circuit Court of Appeals for the Sixth Circuit.

CHARLES W. REILLEY ET AL.
vs.
THE UNITED STATES OF AMERICA.

This cause is further argued on behalf of defendants by Mr. Sherman T. McPherson and is submitted to the court.

And afterwards, to wit, on February 12th, 1901, a judgment was rendered in said cause, which is in the words and figures as follows:

Judgment.

United States Circuit Court of Appeals for the Sixth Circuit.

CHARLES W. REILLEY ET AL.
vs.
THE UNITED STATES OF AMERICA. } No. 849.

Error to the district court of the United States for the southern district of Ohio.

This cause came on to be heard on the transcript of the record from the district court of the United States for the southern district of Ohio and was argued by counsel.

On consideration whereof it is now here ordered and adjudged by this court that the judgment of the said district court in this cause be, and the same is hereby, affirmed.

Feb'y 12, 1901.

And afterwards, to wit, on February 22nd, 1901, an opinion was filed in said cause clothed in the words and figures as follows:

United States Circuit Court of Appeals, Sixth Circuit.

CHARLES W. REILLEY, JOHN FRANCIS, Anthony Hoff, and John Edgar, alias Peter Edgar, Plaintiffs in Error, *v.* THE UNITED STATES OF AMERICA, Defendants in Error.	No. 849. Error to the District Court of the United States for the Southern District of Ohio.

Submitted Jan. 17, 1901; decided Feb. 12, 1901.

Before Lurton, Day, and Severens, circuit judges.

SEVERENS, *Circuit Judge:*

The above-named plaintiffs in error were convicted in the court below of the offense of having conspired to commit an offense against the United States. The statute which creates the offense of conspiracy and makes it punishable is section 5440 of the Revised Statutes, as amended by the act of May 17, 1879, which is as follows:

"If two or more persons conspire either to commit any offense against the United States or to defraud the United States in any manner or for any purpose, and one or more of such parties do any act to effect the object of the conspiracy all the parties to such conspiracy shall be liable to a penalty of not more than ten thousand dollars, or to imprisonment of not more than two years, or to both fine and imprisonment in the discretion of the court."

The offense which the plaintiffs in error are charged with having conspired to commit is defined by the first section of the act passed March 2, 1895, entitled "An act for the suppression of lottery traffic through national and interstate commerce and postal service, subject to the jurisdiction and laws of the United States." This section reads as follows:

"That any person who shall cause to be
brought within the United States from abroad, for the purpose of disposing of the same,
or deposited in or carried by the mails of the United States,
or carried from one State to another in the United States, any paper, certificate, or instrument purporting to be or represent a ticket, chance, share or interest in or dependent upon the event of a lottery, so-called gift concert, or similar enterprise, offering prizes dependent upon lot or chance, or shall cause any advertisement of such lottery, so-called gift concert, or similar enterprise, offering prizes dependent upon lot or chance, to be brought into the United States, or deposited in or carried from one State to another in the same shall be punishable in the first offense by imprisonment for not more than two years or by a fine of not more than one thousand dollars, or both, and in the second and after offenses by such imprisonment only."

We have divided the clauses of this section in such manner as to indicate what we conceive to be the true construction thereof, as will be hereafter explained.

The indictment charges the respondents with having conspired within the district "to cause to be carried from one State to another in the United States, to wit: from the city of Newport, in the State of Kentucky, to the city of Cincinnati, in the State of Ohio, papers, certificates and instruments purporting to be and to represent, as they then and there well knew, tickets, chances, shares and interests in and dependent upon the event of a lottery and similar enterprise offering prizes dependent upon lot and chance, that is to say, to cause to be carried as aforesaid papers, certificates and instruments purporting to be and to represent the chances, shares and interests in the prizes, which, by lot and chance, might be awarded to persons (to these grand jurors unknown) who might select certain numbers which by lot and chance should be included in twelve numbers drawn and selected as hereinafter stated, at certain drawings in lottery, which was an enterprise offering prizes dependent upon lot and chance and commonly known as "policy," and consisted, as they then and there well knew, in the drawing and selection by lot and chance, at stated intervals, of twelve of the numbers from one to seventy-eight, inclusive, and of awarding prizes in various amounts (to these grand jurors unknown) to those who prior to the time of any one of said drawings and selections, upon the payment of a small sum of money, may have selected various combinations of numbers included in the said twelve numbers thereafter drawn and selected by lot and chance as aforesaid."

And it is further charged that in pursuance of the conspiracy and to effect the object thereof, being for the purpose of causing to be carried from one State into another in the United States, to wit: from the State of Kentucky to the State of Ohio, as aforesaid, papers, certificates and instruments purporting to be and to represent tickets, chances, shares and interests in and dependent upon the event of a lottery and similar enterprise offering prizes dependent upon lot and chance, as aforesaid, as they then and there well knew, said Anthony Hoff, John Edgar, alias Peter Edgar, Charles W. Reilley and John Francis, did then and there, on said date aforesaid, in the county, State, circuit, division and district aforesaid, unlawfully, knowingly and feloniously cause to be carried from one State to another in the United States, to wit: from Newport, in the State of Kentucky, to Cincinnati, in the State of Ohio, five certain papers, certificates and instruments purporting to be and to represent chances, shares and interests in the prizes to be awarded by lot and chance in the drawings to be made thereafter in said certain lottery, commonly known as the game of "policy," which said papers, certificates and instruments were in the words and figures, following, to wit:

(Here follows certain blocks of figures and letters.) And thereupon the indictment proceeds:

"Said papers, certificates and instruments, and the letters and figures thereon, purported and represented to be and were tickets,

chances, shares and interests in and dependent upon the event of a lottery and similar enterprise offering prizes dependent upon lot and chance, and were and did represent various combinations of numbers selected by one H. T. Harrison, and other players and persons to the grand jurors unknown, as and being their interest and chance in a proposed drawing of said lottery, in accordance with the general scheme and plan hereinbefore described; contrary to the form of the statute in such case made and provided, and against the peace and dignity of the United States of America."

Upon the trial the Government offered evidence tending to prove that the respondents adopted a scheme of lottery business called by them "policy," which they subsequently carried into operation, of the character following. The principal office for the transaction of the business was located in a building in Cincinnati, Ohio. The place where the drawings of numbers from a wheel were made was located in another building or room adjoining the principal office and connected with it by a private way. In various places in that city and elsewhere, in Ohio and other States, one, at least, being in Newport, Kentucky, they had offices or stations at which the patrons purchased tickets or chances in the drawings to be thereafter made in Cincinnati, at the place mentioned. Successive numbers from one to seventy-eight, inclusive, were each day put into the wheel, and at each drawing twelve numbers were taken out. A list of these twelve numbers was taken into the principal office and there recorded. Several hours in the day before these drawings respectively took place, the patrons purchased chances at the sub-offices or stations from an agent of the respondents, or from one of the latter, in charge at that place. In this instance the purchase was made of the respondent Hoff at the Newport office. The purchaser (Harrison, in this instance) chose three of the numbers from one to seventy-eight, inclusive, and wrote them upon a slip of paper, of which, according to the method of doing business, he kept a duplicate. He handed his list of numbers, with figures to denote the sum paid, upon a slip of paper, and the money to pay for his chance, to the person in charge to be transmitted to the principal office in Cincinnati, by the "carrier" who would call to take them up. When these slips and the moneys were all brought into the principal office, the drawing above mentioned took place. If the three numbers on the slip were of the twelve drawn from the wheel, the purchaser would win the prize, $200, when the game (of which there were several forms) was played on the basis above stated. If not, he lost. A report of the drawings was sent back to the station from which the slip came, and if any purchaser had made a "hit" his slip would be returned with the prize to be there delivered to him. Of the respondents, Reilley was in charge of the principal office, Francis of the drawings, Hoff of the station in Newport, as already stated, and Edgar was the carrier. The slip of paper taken by the carrier represented the interest of the purchaser of the chance and, although containing figures only, it had a definite meaning and was understood by all the parties concerned. It was the transportation of some of such lists, one being that of Harrison, from Newport, Kentucky, to Cincinnati, Ohio,

with knowledge of their character that constituted the overt act done in pursuance of the conspiracy.

The first question to be resolved arises upon the contention made by counsel for plaintiffs in error, that upon the due construction of the first section of the act of March 2, 1895, the successive clauses enumerating the several cases in which the offense may be committed, all depend upon a condition which is supposed to exist in consequence of the words first occurring, that the paper, certificate, etc., has been brought into the United States from abroad for the purpose of disposing of the same. It is argued that this must be so for the reason, and this is the principal ground of the argument, that by the second section of the act there is an express provision that no former statute against the establishment of lotteries, traffic in lottery tickets, the circulation thereof or of advertisements relating thereto, should be deemed to be repealed by implication. Without going through with a reference to, and an analysis of, all such former statutes, it is sufficient to say that none such has been brought to our attention, which is inconsistent with the statute in question unless it be the act of September, 1890, which relates to the carriage of matter concerning lotteries in the mails, and which imposes a different penalty in such cases from that imposed by the act in question. From the fact of such discrepancy, it is contended that Congress must have intended that the language of the later act should be construed to refer only to things brought in from abroad to be disposed of in this country against which there had been no previous legislation imposing any other penalty than a forfeiture. There is some force in this argument, but we do not think it sufficient to overcome the clear indications to the contrary. In the first place it would render the composition of the first section of the act of 1895 ungrammatical. In the next place the title to the act indicates an intention to exert the power of Congress in all directions authorized by the clauses of the Constitution relating to the regulation of commerce and the establishment of a mail service. Besides, the distribution of subjects by the language used in the latter part of the section reflects upon the former part a similar meaning. And the whole section is in apt language to cover the ground indicated by the title of the act. And we see no necessity for extending the condition that the matter is brought in "for the purpose of disposing of the same" to other cases than that of bringing it into the United States from abroad. We have no doubt that the purpose of Congress was to lay its hand upon the business at each and every one of the enumerated steps taken for the purpose of carrying it on, and that one of the steps it had in contemplation was the carrying of the instruments employed in the business from one State to another, and that as to this offense no qualification that the act should be done with the purpose of disposing of the thing carried was intended. We may at this point observe that inasmuch as the section of the act under consideration constitutes three distinct offenses, we do not conceive it to be necessary to determine to what extent the act is inconsistent, in respect to the forbidden use of the mails, with former statutes, or if there be such inconsistency, what

the effect thereof may be, for the case before us does not involve that offense.

But the question upon which we have the gravest concern, and which is of much importance, arises upon the objection that the act of March 2, 1895, in so far as it relates to the mere carrying of the obnoxious matter from one State into another, though done with knowledge of its character, transcends the constitutional power of Congress. The statute was enacted in the exercise of the power to regulate commerce with other countries and between the States, and the power to establish post-offices and post-roads. That part of the statute on which the present indictment is founded depends upon the authority which may be exercised under the grant of Congress of the first of these powers, and the question is whether the business in which these parties were engaged is "commerce" within the meaning of that term in the Constitution. The question opens a field upon which some lines have been clearly marked, but with respect to the particular inquiry with which we have to deal, we have no distinct guide. Commerce is said by Chief Justice Marshall in the leading case of Gibbons *v.* Ogden, 9 Wheat., to undoubtedly mean "traffic," but to mean more than that and to signify "intercourse." But both of these latter are general words and do not precisely define what kind of intercommunication is meant; and we have to follow the course of subsequent adjudication in further elucidation of the scope and meaning of the word. Without going into other lines of inquiry than those which are most nearly relevant to the present subject, we come to the case of Paul *v.* Virginia, 8 Wal., 168, where the question was whether an agent of a New York insurance company, who was engaged in effecting insurance for his company in Virginia with residents of the latter State, was subject to certain regulations of that State of the conditions and manner under and in which such business should be done. And it was held, first, that it was competent for the State to prescribe the conditions upon which the foreign corporation should be admitted to do business in the State, and, second, that the business of insurance, conducted as that was, was not interstate commerce. It is to be observed, however, that as pointed out by Mr. Justice Field, the business there in question did not involve intercourse between one party in one State and another party in another State, for the transactions took place wholly in Virginia, and the communications between New York and Virginia were wholly between the constituents of one party, that is to say, the insurance company and its agent, and the dealing was not between those persons. Said Mr. Justice Field, "The policies do not take effect—are not executed contracts—until delivered by the agent in Virginia. They are, then, local transactions, and are governed by the local law. They do not constitute a part of the commerce between the States any more than a contract for the purchase and sale of goods in Virginia by a citizen of New York whilst in Virginia would constitute a portion of such commerce." That case would seem to have sometimes received a wider interpretation than the decision upon the facts would justify, and to have been supposed to justify the

proposition that a contract of insurance effected through interstate communication is not interstate commerce, but no authoritative decision affirming that proposition has been cited, or has been found by us. In the Trade-mark cases, 100 U. S., 82, Mr. Justice Miller in the course of reasoning from analogies, at page 95, said that "in Paul *v.* Virginia, 8 Wal., 168, this court held that a policy of insurance made by a corporation of one State on property situated in another was not an article of commerce, and did not come within the clause we are considering." "They are not," says the court, "commodities to be shipped or forwarded from one State to another, and then put up for sale." "On the other hand," pursues the learned justice, "in Almy *v.* State of California, 24 How., 169, it was held that a stamp duty imposed by the legislature of California on bills of lading for gold and silver transported from any place in that State to another out of the State, was forbidden by the Constitution of the United States, because such instruments being a necessity to the transaction of commerce, the duty was a tax upon exports."

With great deference to the learned justice we cannot think that his statement of what was held in Paul *v.* Virginia was correct; and, moreover, the ground on which he says that that decision was placed, namely, that policies of insurance are not commodities to be shipped from one State into another, and there put up for sale, could not be supported as sufficient in view of what has been decided in other cases presently to be referred to, and would, as it seems to us, be much narrower than the bounds of the definition given in Gibbons *v.* Ogden.

The case of Paul *v.* Virginia was again cited in Philadelphia Fire Association *v.* New York, 119 U. S., 110, but only, in that case, in support of the proposition that a State has power to prescribe the conditions on which a foreign corporation may be admitted to do business in the State. The question there was whether a foreign corporation which had entered the State and carried on business therein could question the validity of a law of the State prescribing such conditions. Paul *v.* Virginia was again referred to in Hooper *v.* California, 155 U. S., 648, at page 653, which was a case involving the validity of a statute of California, making it a misdemeanor for a person in that State to procure insurance for a resident thereof from a foreign corporation which had not filed the bond required by another statute of that State. The court held that the law was a valid exercise of the right of the State to prescribe conditions upon which the foreign corporation should be allowed to do business therein, unless such business of the foreign company was one of a "Federal nature," one class of which is interstate commerce. To the contention that marine insurance (which was the business that the respondent was charged with having conducted without filing the bond required) was interstate commerce and so beyond the reach of State authority, it was replied that "this proposition involves an erroneous conception of what constitutes interstate commerce. That the business of insurance does not generically appertain to such commerce has been settled since the case of Paul *v.* Virginia, 8 Wal.,

168. See also Phila. Fire Insurance Co. *v.* New York, 119 U. S., 110, and authorities there cited."

It is not within our province to question the law as declared by the court in that case, nor have we any disposition to do so, but for the purpose of comparing the classes of cases which we deem most relevant to our present duty, we are, no doubt, permitted to say that what we understand the language of the opinion, last cited, to mean, is that the effecting insurance is not necessarily interstate business, and would not be so where the contract was made in the State and the participants in the transaction were in the State. The case does not decide that if by the method of doing the business the party desiring insurance in one State should transmit his application therefor to an insurer in another State and the insurer should thereupon transmit to the insured his acceptance of the application, this would not constitute interstate commerce. But if this were so established, we do not think the doctrine would be applicable here for reasons hereinafter stated. This class of cases is principally relied upon by counsel for plaintiffs in error as declaring the rule that in order to constitute commerce there must be traffic in commodities, and that interstate commerce involves also the transportation of such commodities from one State to another, and that mere business intercourse between parties residing in different States unaccompanied by the transportation of commodities such as are bought and sold by traffic is not within the scope of commerce between the States within the meaning of the Constitution. But we do not think that upon a comparison with other decisions of the Supreme Court so broad a doctrine was intended to be affirmed in the cases to which we have referred.

Passing to other classes of cases arising upon the exercise of the power in question, it has been frequently held, as was said by Mr. Justice Bradley in Crutcher *v.* Kentucky, 141 U. S., 47, that the power of Congress over interstate commerce is coextensive with its power over foreign commerce. Indeed, both are included in an identical grant. Can it be possible to hold that Congress has not the power to prohibit the importation from abroad into the United States of instrumentalities for carrying on a business fraught with evil to its inhabitants? Or, to put a precisely relevant question, can it be doubted that Congress has the authority to legislate against the importation of lottery tickets into the United States from foreign countries, as it has attempted to do by this act? It would seem that the denial of such power would be an unfortunate and uncalled-for restriction of the grant of authority intended by the Constitution. Until recently Congress had not seen fit to exercise its power in this direction, and for this reason the instance seems novel, but in the circumstances, this is no argument against its existence.

In respect to the inquiry as to what constitutes interstate commerce and particularly to the question whether it is limited to the case of traffic in and the transportation of commodities for the purposes of such traffic, reference may be profitably had to some other cases decided by the Supreme Court. We have already indicated our view that in Gibbons *v.* Ogden the subjects which

were included in the power granted Congress was not thought to be so restricted. In the case of Gloucester Ferry Co. *v.* Pennsylvania, it was held that the transportation of passengers as well as freight from one State to another by a ferry was interstate commerce. In the case of Covington, &c., Bridge Co. *v.* Kentucky, it was held that the company's bridge across the Ohio was an instrumentality of interstate commerce, because it furnished the means of intercourse between the people of two States, and the taking of toll for the passage of persons, as well as of freight, was interstate business. In that case it was remarked by Mr. Justice Brown in delivering the opinion of the court, referring to the Gloucester Ferry case, "If, as was intimated in that case, interstate commerce means simply commerce between the States, it must apply to all commerce which crosses the State line regardless of the distance from which it comes or to which it is bound; in other words, if it be commerce to send goods from Cincinnati, in Ohio, to Lexington, in Kentucky, it is equally such to send goods or travel in person from Cincinnati to Covington." And again, "commerce was defined in Gibbons *v.* Ogden, 9 Wheat.—1–189, to be 'intercourse,' and the thousands of people who daily pass and repass over the bridge may as truly be said to be engaged in commerce as if they were shipping cargoes of merchandise from New York to Liverpool." In that case the "bridge" was a mere instrumentality. It was the use of it for the purpose of intercourse between the people of the two States which impressed upon the structure the character of an instrumentality or agency of such intercourse. Indeed, it is impossible to conceive that an instrument by which business is transacted can have any commercial character otherwise than as it reflected upon it by the business itself. Whether it be a ferry, a bridge, a railroad or a telegraph line, the agency has no intrinsic quality which brings it within the purview of the commerce clause of the Constitution. It acquires that quality from its appropriation to the uses of interstate commerce. In Telegraph Co. *v.* Texas, 105 U. S., 460, it was decided that intercourse by the telegraph between the States is interstate commerce, and that a tax on messages is a tax on the commerce itself. And this doctrine has been reaffirmed in several subsequent cases. So it was held in the Passenger Cases, 7 How., 283, and Henderson *v.* The Mayor, 92 U. S., 259, that the importation of passengers into the United States was commerce with foreign nations, and so within the control of Congress. And so it is not doubted that Congress may legislate for the exclusion of passengers who from diseased or other conditions would be an offense to the welfare of the public. And in Crandall *v.* Nevada, 6 Wal., 35, the doctrine of the cases last cited was applied to the transportation of passengers by a railroad from one State into another. These cases seem to us altogether inconsistent with the idea that interstate commerce is limited to traffic in commodities or merchandise. In the telegraph cases, for instance, it is nowhere suggested that the messages which would be exempt from State taxation should be such only as relate to traffic. In the pas-

senger cases there is no element of barter of commodities or merchandise of any sort.

In the present case it would seem that the enterprise in which these parties are alleged to have been engaged, was one which involved business intercourse between parties in different States, and that by means of the transportation of the instruments with which it was carried on from one State into another. And it is not material that transportation was done by a private individual rather than by a corporation. The slips which represented the interest of the buyer of the chance, its contents being understood by all the parties to the transaction, was a ticket in the lottery. That the game was a lottery has several times been decided in the State courts. People *v.* Elliot, 74 Mich., 264; Commonwealth *v.* Sullivan, 146 Mass., 142; Wilkinson *v.* Gill, 74 N. Y., 63; State *v.* Kansas Mercantile Association, 45 Kans., 351.

The inclination of our judgment is to hold that the statute in question is not invalid, and that the present case is covered by it. But conceding that there may be some doubt of the correctness of our conclusion that the statute is within the power of Congress, the doubt we have is not sufficient to justify us in holding it to be invalid, seeing that in this class of cases our judgment is made by law subject to the supervision of the Supreme Court.

It is further objected that the indictment is defective in not showing that a lottery was being conducted. No objection was made on this account either before or at the trial. We think it appears with reasonable certainty that such a transaction was being carried on, although the averments are not, perhaps, so direct and specific as would have been necessary to encounter a prompt objection on that account.

The indictment is much more full and specific than that in Com. *v.* Sullivan, *supra*, which the court said was "well enough."

It is also urged that the evidence did not justify the verdict in that there was no proof of conspiracy to do what was done. As has been often remarked it is not necessary that direct evidence of a formal agreement should be given in such cases. If the evidence of the separate details of the transaction as it was carried out indicates with the requisite certainty the existence of a preconcerted plan and purpose, that is sufficient. And we think the evidence was such as to warrant the verdict.

Many objections were made upon the trial to the rulings of the court in admitting evidence. More than one hundred and fifty errors are assigned, a large proportion of which relate to these rulings. Many of the objections related to similar matters, and there was needless and tiresome repetition.

We have, however, gone through the bill of exceptions and have found no instance in which any ground or reason whatever was assigned on which the objections were made. The reason for the rule requiring counsel to state the grounds of their objections is augmented where the frequency of objections may lead the court to the conclusion that the counsel is content to take his chances in finding the reasons afterward. The rule itself is settled by a great number

of decided cases, many of which are collected in 8 Encyl. of Pl. & Pract., at page 163; and see especially as indicating the practice in the courts of the United States, Camden *v.* Doremus, 3 How., 315; Tabor *v.* Commercial National Bank of Cleveland, 62 Fed., 383.

General exceptions were taken to the charge of the court to the jury. Some of them have been disposed of by what we have said in dealing with the topics already discussed. We have examined the instructions of the court, as well as the requests of counsel for the respondents to charge the jury, and think the case was fairly submitted to the jury, and that all proper instructions were given them. In view of the multitudinous exceptions and assignments of error under this head, we must content ourselves with refraining from a separate discussion of each.

The judgment will be affirmed.

And afterwards, on March 2, 1901, the following petition in error was filed:

United States Circuit Court of Appeals, Sixth Circuit.

JOHN FRANCIS, ANTHONY HOFF, and JOHN Edgar, alias Peter Edgar, Plaintiffs in Error, *vs.* THE UNITED STATES OF AMERICA, Defendants in Error.	No. 849. Petition in Error.

Now come John Francis, Anthony Hoff, and John Edgar, alias Peter Edgar, and represent to the court that there is error in the record and proceedings herein in this, to wit:

First. That this court erred in affirming the judgment of the United States district court and rendering judgment against the plaintiffs in error herein, because it is manifest from the record herein that the said United States circuit court of appeals erred in affirming the action of the district court in overruling the motion to quash the indictment, as filed by Charles W. Reilley, for the reasons therein stated, and excepted to by said defendant:

Second. In affirming the action of the district court in overruling the motion to quash the indictment, as filed by John Francis, for the reasons stated therein, and excepted to by said defendant.

Third. In affirming the action of the district court in overruling the motion to quash the indictment, as filed by Anthony Hoff, for the reasons therein stated, and excepted to by said defendant.

Fourth. In affirming the action of the district court in overruling the motion to quash the indictment, as filed by John Edgar, alias Peter Edgar, for the reasons therein stated, and excepted to at the time by said defendant.

Fifth. In affirming the action of the district court in overruling the demurrer filed herein by Charles W. Reilley, for the reasons therein stated, and to which action of the court the defendant at the time excepted.

Sixth. In affirming the action of the district court in overruling the demurrer filed herein by John Francis, for the reasons therein stated, and to which action of the court the defendant at the time excepted.

Seventh. In affirming the action of the district court in overruling the demurrer filed herein by Anthony Hoff, for the reasons therein stated, and to which action of the court the defendant at the time excepted.

Eighth. In affirming the action of the district court in overruling the demurrer filed herein by John Edgar, alias Peter Edgar, for the reasons therein stated, and to which action of the court the defendant at the time excepted.

Ninth. In affirming the action of the district court in overruling the motion for a new trial filed herein by Charles W. Reilley, for the reasons therein stated.

Tenth. In affirming the action of the district court in overruling the motion for a new trial filed herein by John Francis, for the reasons therein stated.

Eleventh. In affirming the action of the district court in overruling the motion for a new trial filed herein by Anthony Hoff, for the reasons therein stated.

Twelfth. In affirming the action of the district court in overruling the motion for a new trial filed herein by John Edgar, alias Peter Edgar, for the reasons therein stated.

Thirteenth. In affirming the action of the district court in overruling the motion in arrest of judgment filed herein by Charles W. Reilley, for the reasons stated therein.

Fourteenth. In affirming the action of the district court in overruling the motion in arrest of judgment filed herein by John Francis, for the reasons stated therein.

Fifteenth. In affirming the action of the district court in overruling the motion in arrest of judgment filed herein by Anthony Hoff, for the reasons stated therein.

Sixteenth. In affirming the action of the district court in overruling the motion in arrest of judgment filed herein by John Edgar, alias Peter Edgar, for the reasons stated therein.

Seventeenth. In affirming the action of the district court in overruling the motion at the close of the testimony offered by the United States, as filed by Charles W. Reilley, requesting the court to direct the jury to acquit, for the reasons therein stated.

Eighteenth. In affirming the action of the district court in overruling the motion at the close of the testimony offered by the United States, as filed by John Francis, requesting the court to direct the jury to acquit, for the reasons therein stated.

Nineteenth. In affirming the action of the district court in overruling the motion at the close of the testimony offered by the United States, as filed by Anthony Hoff, requesting the court to direct the jury to acquit, for the reasons therein stated.

Twentieth. In affirming the action of the district court in overruling the motion at the close of the testimony offered by the United

States, as filed by John Edgar, alias Peter Edgar, requesting the court to direct the jury to acquit, for the reasons therein stated.

To all of which the defendants at the time excepted.

And because the said district court erred in overruling the motion of these defendants to set aside the verdict and for a new trial herein, and erred in overruling the motion in arrest of judgment, all of which will more fully and particularly appear in the assignments of error filed herein and to which these petitioners refer for a more detailed statement, and these petitioners say that said errors cannot be corrected except by a writ of error to issue out of this court, returnable to the Supreme Court of the United States, and which writ of error these petitioners respectfully pray may be allowed, and upon the return thereof the said errors may be corrected and the judgment rendered herein may be set aside and held for naught and a new trial herein may be granted; and these petitioners will ever pray.

THOMAS F. SHAY,
Attorney for Plaintiffs in Error.

And afterwards, on the same day, to wit, March 2, 1901, the following assignment of errors was filed:

United States Circuit Court of Appeals, Sixth Circuit.

JOHN FRANCIS, ANTHONY HOFF, and JOHN EDGAR, alias PETER EDGAR, Plaintiffs in Error,
vs.
THE UNITED STATES OF AMERICA, Defendants in Error.
} No. 849. Criminal.

Assignments of Error.

Now come John Francis, Anthony Hoff, and John Edgar, alias Peter Edgar, and represent to the court that there is error in the record and proceedings herein, in this, to wit:

First. That this court erred in affirming the judgment of the United States district court and rendering judgment against the plaintiffs in error herein, because it is manifest from the record herein that the said United States circuit court of appeals erred in affirming the action of the district court in overruling the motion to quash the indictment as filed by Charles W. Reilley for the reasons therein stated and excepted to by said defendant.

Second. In affirming the action of the district court in overruling the motion to quash the indictment as filed by John Francis for the reasons stated therein and excepted to by said defendant.

Third. In affirming the action of the district court in overruling the motion to quash the indictment as filed by Anthony Hoff for the reasons therein stated and excepted to by said defendant.

Fourth. In affirming the action of the district court in overruling the motion to quash the indictment as filed by John Edgar, alias

Peter Edgar, for the reasons therein stated and excepted to at the time by said defendant.

Fifth. In affirming the action of the district court in overruling the demurrer filed herein by Charles W. Reilley for the reasons therein stated, and to which action of the court the defendant at the time excepted.

Sixth. In affirming the action of the district court in overruling the demurrer filed herein by John Francis for the reasons therein stated, and to which action of the court the defendant at the time excepted.

Seventh. In affirming the action of the district court in overruling the demurrer filed herein by Anthony Hoff for the reasons therein stated, and to which action of the court the defendant at the time excepted.

Eighth. In affirming the action of the district court in overruling the demurrer filed herein by John Edgar, alias Peter Edgar, for the reasons therein stated, and to which action of the court the defendant at the time excepted.

Ninth. In affirming the action of the district court in overruling the motion for a new trial filed herein by Charles W. Reilley for the reasons therein stated.

Tenth. In affirming the action of the district court in overruling the motion for a new trial filed herein by John Francis for the reasons therein stated.

Eleventh. In affirming the action of the district court in overruling the motion for a new trial filed herein by Anthony Hoff for the reasons therein stated.

Twelfth. In affirming the action of the district court in overruling the motion for a new trial filed herein by John Edgar, alias Peter Edgar, for the reasons therein stated.

Thirteenth. In affirming the action of the district court in overruling the motion in arrest of judgment filed herein by Charles W. Reilley for the reasons stated therein.

Fourteenth. In affirming the action of the district court in overruling the motion in arrest of judgment filed herein by John Francis for the reasons stated therein.

Fifteenth. In affirming the action of the district court in overruling the motion in arrest of judgment filed herein by Anthony Hoff for the reasons stated therein.

Sixteenth. In affirming the action of the district court in overruling the motion in arrest of judgment filed herein by John Edgar, alias Peter Edgar, for the reasons stated therein.

Seventeenth. In affirming the action of the district court in overruling the motion at the close of the testimony offered by the United States as filed by Charles W. Reilley, requesting the court to direct the jury to acquit, for the reasons therein stated.

Eighteenth. In affirming the action of the district court in overruling the motion at the close of the testimony offered by the United States as filed by John Francis, requesting the court to direct the jury to acquit, for the reasons therein stated.

Nineteenth. In affirming the action of the district court in overruling

the motion at the close of the testimony offered by the United States as filed by Anthony Hoff, requesting the court to direct the jury to acquit, for the reasons therein stated.

Twentieth. In affirming the action of the district court in overruling the motion at the close of the testimony offered by the United States as filed by John Edgar, alias Peter Edgar, requesting the court to direct the jury to acquit, for the reasons therein stated.

To all of which the defendants at the time excepted.

And because the said district court erred in overruling the motion of these defendants to set aside the verdict and for a new trial herein and erred in overruling the motion in arrest of judgment; all of which will more fully and particularly appear in the assignments of error filed herein, and to which these plaintiffs in error refer for a more detailed statement.

THOMAS F. SHAY,
Att'y for Pl'ff in Error.

United States Circuit Court of Appeals for the Sixth Circuit.

I, Frank O. Loveland, clerk of the United States circuit court of appeals for the sixth circuit, do hereby certify that the foregoing is a true and correct copy of the record in the case of Charles W. Reilley *et al. vs.* United States of America, No. 849, as the same remains upon the files and records of said United States circuit court of appeals for the sixth circuit and of the whole thereof.

Seal United States Circuit Court of Appeals, Sixth Circuit.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said court, at the city of Cincinnati, Ohio, this 2d day of March, A. D. 1901.

FRANK O. LOVELAND,
Clerk of the United States Circuit Court of Appeals for the Sixth Circuit.

Endorsed on cover: File No., —. U. S. circuit court of appeals, 6th circuit. Term No., —. John Francis, Anthony Hoff, and John Edgar, alias Peter Edgar, petitioners, *vs.* The United States. Petition for writ of certiorari and exhibit thereto. Filed —— —, 190–.

UNITED STATES OF AMERICA, *ss*:

[Seal of the Supreme Court of the United States.]

The President of the United States of America to the honorable the judges of the United States circuit court of appeals for the sixth circuit, Greeting:

Being informed that there is now pending before you a suit in which Charles W. Reilley, John Francis, Anthony Hoff, and John Edgar alias Peter Edgar, are plaintiffs in error and The United States, is defendant in error, which suit was removed into the said circuit court of appeals by virtue of a writ of error to the district court of the United States for the southern district of Ohio, and we, being willing for certain reasons that the said cause and the record and proceedings therein should be certified by the said circuit court of appeals and removed into the Supreme Court of the United States, do hereby command you that you send without delay to the said Supreme Court, as aforesaid, the record and proceedings in said cause, so that the said Supreme Court may act thereon as of right and according to law ought to be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, the first day of May, in the year of our Lord one thousand nine hundred and one.

JAMES H. McKENNEY,
Clerk of the Supreme Court of the United States.

UNITED STATES OF AMERICA, *Sixth Judicial Circuit,* } *ss*:

I return the foregoing writ pursuant to stipulation of counsel filed in my office May 4th, 1901, which is in the following words:

"JOHN FRANCIS ET AL.
vs.
THE UNITED STATES.

It is stipulated by and between counsel for the petitioners and the United States district attorney, counsel for the United States, respondent herein, that the certified transcript of record in this cause, now on file in the office of the clerk of the Supreme Court of the United States, may be taken as a return to the writ of certiorari granted herein.

MILLER OUTCALT &
THOMAS F. SHAY,
Attorneys for Petitioners.
WILLIAM E. BUNDY,
United States Attorney, S. D. O."

[Seal United States Circuit Court of Appeals, Sixth Circuit.]

FRANK O. LOVELAND,
Clerk of the United States Circuit Court of Appeals for the Sixth Circuit.

[Endorsed:] File No. 18,111. Supreme Court of the United States. No. 293. October term, 1901. John Francis *et al. vs.* The United States. Writ of certiorari and return. Filed May 8, 1901.

Endorsed on cover: File No. 18,111. U. S. circuit court of appeals, 6th circuit. Term No. 293. John Francis, Anthony Hoff, and John Edgar, alias Peter Edgar, petitioners, *vs.* The United States. Filed April 8, 1901.